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William Barland Lespr vs John Eldergill Tenant in possession

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and over the Mississippi Territory as a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight Hundred And three

Be it remembered that heretofore towit at a Term of the late Supreme Court holden at Natchez in and for the Territory aforesaid on the Second Monday in April in the year of Our Lord One thousand Eight hundred and One. Solomon Seekright the Lespr of William Barland by Lyman Harding his Attorney brought into the Supreme Court in and for the Territory aforesaid his Bill against Completon Bodale with notice to John Eldergill Tenant in possession of a plea of Trespass and Ejectment. and there are pledges of prosecution towit John Doe And Richard Roe, which said bill follows in these words to wit Mississippi Territory ss. Supreme Court April Term 1801. Solomon Seekright Complains of John Eldergill in Custody &c. For that whereas William Barland, on the first day of January in the year of Our Lord one thousand Eight hundred and One, at the County of Adams in the Mississippi Territory aforesaid, had demised Granted and to farm let, unto the said Solomon Seekright, one Messuage and tenament. Situate lying and being in the Town of Natchez in the County aforesaid, and bounded on the West by Land of Fabricius Connelly. on the North by Land of Peter McCann, and on the East and South on the Public Streets of said Town, being the whole of that lot of land, known and designated on the Plot of said Town by Number three in Square number twenty five with the Appurtenances to have and to hold the said Messuage and tenament with the Appurtenances to the said Solomon Seekright and his Assigns from the said first day of January in the year last aforesaid to the full end and Term of ten Years. from thence next ensuing and fully to be Complete And ended. by virtue of which said demise the the said Solomon Seekright entered into the said Messuage and tenament. and was thereof possessed and the said John Eldergill afterwards that is to say on the third day of January in the year last aforesaid with force and arms entered into the said Messuage and Tenement doth the Appurtenances which the said William Barland demised to the said Solomon Seekright in manner aforesaid for the Term aforesaid which is not yet expired. And Ejected the said Solomon Seekright

out of his said farm. and then and there did otherwise to the said Solomon Seekright. against the peace of the United States of America, and of their their Territory. and to the damage of the said Solomon Seekright Two thous and dollars and therefore he brings Suit &c

Afterwards by virtue of a Statute of the General Assembly of the Territory aforesaid in such Case made and provided, the Cause was transfered into the Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord One thousand eight hundred and three.

Afterwards Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord One thousand eight hundred and three. It is Ordered by the Court with the assent of the parties and their Attorneys that John Eldridge may be made defendant in the Place of the now defendant Completon Bad title, and Shall immediately appear to the Plaintiffs Action and receive a declaration in Ejectment of the Tenements in question and immediately plead thereto not Guilty. And upon the trial of the issue the said John Shall Confess Lease entry and Ouster, and insist upon the title only. And if upon trial of the issue the said John do not Confess Lease entry and Ouster and by reason thereof the Plaintiff cannot prosecute his suit. then the Jurat ion do cost upon the non pros Shall cease and the said John Shall pay such Costs to the Plaintiff or the Court Shall Adjudge for such default and non performance of this rule, and Judgment Shall be entered against the said Completon. Bad title now the Casual Ejector by Default, and it is further Ordered that if upon trial of the said issue a Verdict Shall be given for the Defendant, or if the Plaintiff Shall not prosecute his Action for any other Cause than for not Confessing Lease entry and Ouster as aforesaid, then the Lessee of the Plaintiff Shall pay Costs of the Plaintiff. And it is

And the said John Eldridge by James Wallace his Attorney Comes and defends the force and injury when &c and says that he is not guilty of the Trespass and Ejectment in the said Solomon Seekright's Lessee of the said William Bradford has above declared against him, and of this he puts himself upon the Country. And the Plaintiff do the like

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County. And the Sheriff of Wilkinson County in the district of Natchez and Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid, at a Superior Court of law to be holden at Natchez in and for the district of Adams on the third Monday in November in the year

of our Lord one thousand eight hundred and three by whom and so forth as before and so forth to accquire and so forth because as well and so forth. The same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there held came as well the said William Barland as the said John Elder gill by their Attorneys aforesaid and the Juros of which mention is above made being called Certain of them came to wit James Bonney, Thomas Lovelace, James Scarlock Isaac Smith Anthony Hoggatt Nathan Swayze Daniel Whitaker John Bradley Joseph Clement Nathaniel Tomlinson Ezekiel Decort, and Reuben Brayfield who being impannelled Chosen tried and Sworn to Speak the truth upon the matter within Contained" upon their Oaths do say, We of the Jury find the Defendant guilty of the trespass and Ejectment in the declaration mentioned and so much of the premises mentioned in said declaration as are Contained in the following limits and boundaries to wit beginning on Main Street in the City or Town of Natchez mentioned in said declaration at Corner of Lot number three and two in Square number twenty five thence South 30° East 112 100 french feet, thence in a South Easterly direction to the Eastern line of said lot number three in such direction that 70 french feet shall remain from thence to the aforesaid Street, thence on said Eastern line to said Street and thence along said Street to the beginning and the Jury assess the Plaintiff damages to five Cents and Costs of Suit, and as to the residue of the premises in the declaration mentioned the Jury find the defendant not Guilty of any trespass or Ejectment therein" Therefore it is considered by the Court that the said do recover against the said John Elder gill his said Term yet to come of and in the said Tenements with the Appurtenance above by the Jurors aforesaid in their Verdict aforesaid described and designated and the damages Costs and Charges aforesaid by the Jurors aforesaid in form aforesaid assessed. And also thirty one dollars and twenty six cents for his said Costs and Charges by the said Court now here adjudged to the said Solomon Seekright and with his assent. Which said damages Costs and charges Amount in the whole to thirty one dollars and twenty one cents. And as to the residue of the said Tenements in the declaration mentioned let the said Solomon Seekright be answered for his false claim against the said John Elderguee. Wherefore the said John Elderguee is acquitted in form aforesaid &c And hereupon the said Solomon Seekright prays the writ of the Court aforesaid to be directed to the Sheriff of Adams County in the District aforesaid. to Cause him to have possession of his Term yet to come of and in the Tenements aforesaid with the Appurtenances. And it is granted to him &c aforesaid with the Appurtenances.

John Conner Vs Ebenezer Rees

Pleas before the Honorable Peter Bryan Bruin and Daniel Burr Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three

Be it remembered that here before Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in

June in the Year of Lord One thousand Eight hundred and two John Connor by Lyman Harding his Attorney brought into the Court aforesaid his Bill Against Ebenezer Rees Abner Lawson Duncan and David Michie in Custody &c of a plea of Debt and thereupon are pledges of Prosecution John Doe and Richard Roe. which said Bill follows in these words, to wit, District of Adams } Superior Court of Law June Term 1802. John Connor Complains of Ebenezer Rees Abner Lawson Duncan and David Michie in Custody &c of a plea that they render to him the sum And full Sum of three thousand five hundred and nine Dollars Which they Owe to the Said John Connor and unjustly detain from him. For that whereas the Said Ebenezer Rees Abner Lawson Duncan and David Michie on the fifth day of November in the Year of Our Lord One thousand Eight hundred and One at the County of Adams in the District of Adams aforesaid by their certain writing Obligatory Sealed with the Seal of the Said Ebenezer Rees, also with the Seal of the said Abner Lawson Duncan, and also with the Seal of the said David Michie and to the Court now here shewn the date whereof is the same day and year last aforesaid acknowledged themselves to be Justly and firmly bound unto the said John Connor in the said Sum and full Sum of three thousand five hundred and nine dollars to be paid to the said John Connor when they the said Ebenezer Rees Abner Lawson Duncan and David Michie should be thereunto required. Nevertheless the said Ebenezer Rees, Abner Lawson Duncan and David Michie / although often required / have not yet paid the said three thousand five hundred and nine dollars or any part thereof to the said John Connor, nor has either of them paid the same to him, but they the said Ebenezer Rees Abner Lawson Duncan and David Michie and each of them have hitherto wholly refused, and still do refuse to pay the same to the said John Connor to his damage three thousand dollars and therefore he brings Suit &c.

And the said Defendants by William Murray their Attorney come and defend the force and injury when &c and pray Oyer of the Instrument of writing or writing Obligatory in the declaration mentioned. &c

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of our Lord One thousand Eight hundred and two this Cause was legally Continued. &c

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three the said Defendants by their Attorney Seth Lewis come and defend the wrong and injury when &c. And having prayed Oyer of the writing Obligatory in the declaration of the said John above mentioned. the same is read to them and heard in the words following towit &c. Whereupon they say that the said John ought not to have or maintain his action aforesaid against them because they say that the aforesaid writing Obligatory a Condition is

annexed that whereas the said Ebenezer on the day of the Sealing and delivering the said writing Obligatory was a prisoner in the goal of Adams County at the Suit of the said John, if the said Ebenezer should from and after the day of Signing and Sealing the said writing Obligatory continue a true prisoner in the Custody guard and Safe Keeping of the Keeper of said prison or in the Custody guard or Safe keeping of his deputy officer or Stewards or Some one of them within the limits as by Law established, unless he the said Ebenezer should be thence lawfully discharged and without committing any escape in the mean time, that the said writing Obligatory should become void, and the said Ebenezer had and Abner, in fact do say, that the said Ebenezer did continue and Still doth Continue a true prisoner in the Custody of the Keeper of the aforesaid Goal, According to the tenor and effect of the aforesaid Condition annexed to the said writing Obligatory as aforesaid, and did not at any time commit any escape from the Custody of the said Keeper of the said prison, nor from his deputy Officer or Stewards, And this the said Ebenezer and Abner are ready to verify. Wherefore they pray Judgment if the said John ought to have or maintain his Action aforesaid against him. And the said John Comes and says that he ought not to be barred or precluded from having and maintaining his Action aforesaid because he says that after the Signing and Sealing of said Bond writing Obligatory, to wit on the ninth day of November in the year of our Lord one thousand eight hundred and one at the County of Adams aforesaid, the said Ebenezer did escape from the Custody guard and safe Keeping of the Keeper of the said prison, and from the Custody guard and safe Keeping of his deputy officer or Stewards, and does go at large and Still Continues at large without the said limits as by Law established. And this the said John is ready to verify. Wherefore he prays Judgment and his said debt and his damages occasioned by the detaining of his said debt to be adjudged to him &c. And the said Ebenezer Rees Abner L Duncan and David Mc Cue Reform that the said Ebenezer Rees did not escape from the Custody guard and safe Keeping of the Keeper of said prison and from the Custody guard and safe Keeping of his deputy officer and Stewards, and did not go at large forthout the said limits as by law established in manner and form as the said John in his replication hath above alleged. And of this they put themselves upon the Country. And the Plaintiff doth the same

After which to wit at a Superior Court of Law held at Gettysburg in and for the District of Adams on the day and year first above written came the said Defendants by their Attorney aforesaid. and here shew the said Defendants rejoinder to the Pleas by them above pleaded, and say that they cannot deny the action of the said Plaintiff. Nor but that the said writing is the deed of them the said Defendants. And confess a Judgment to the said Plaintiff by default with his Assent for the Sum of two thousand one hundred and Seventeen dollars and Eighty three and one half Cents besides his Costs and Charges by him about his Suit in this behalf expended. Therefore it is considered by the Court here that the said Plaintiff recover against the said Defendants his debt aforesaid in form aforesaid Confessed and also twenty one Dollars fifty two and one fourth Cents for his said Costs and Charges by him expended in and about the prosecuting his Suit in this behalf by the said Court now here adjudged to the said Plaintiff with his assent Amounting in the whole to two thousand one hundred and thirty Eight Dollars Eighty five and a half Cents. The Defendants may

George Hammetton Vs James Ashwath

Thus before the Honorable Peter Bryan Bruin and Daniel Tyler Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three —

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and two. George Hamilton by J. C. Trask his Attorney brought into the Court afores aid his bill against James Ashwath in Custody of the Sheriff of Adams County in the District of Adams and Territory afores aid. of a plea of Trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit. Mississippi Territory. Adams District &c. June Term 1802. George Hammetton Complains of James Ashwath in Custody &c. of a plea of trespass on the Case. For that whereas the said James on the Seventeenth day of May in the year of Our Lord one thousand Eight hundred and two at the Territory afores aid and district and County of Adams afores aid made his Certain note in writing commonly called a promissory note with his proper hand Subscribed thereto. bearing date on the day and year above mentioned. and then and there delivered the said note to the said George. by which same note the said James promised to pay to the same George or to his Order the Sum of two hundred and forty nine dollars and forty Seven Cents for Value Received ten Days after the date of the said note, by reason where of and also by force of the Statute in such Case lately made and provided the said James became liable to pay the said Sum of $249.47. dollars to the said George. according to the tenor and effect of the said note and being so liable the said James in Consideration thereof afterwards to wit on the day and year first above mentioned at the Territory District and County afores aid took upon himself and then and there faithfully promised the said George. that he the said James would well and truly pay and Satisfy the said George the said Sum of two hundred and forty nine dollars and forty Seven Cents according to the tenor and effect of said note. Nevertheless the said James not regarding the said promise and undertaking but Contriving and fraudulently intending craftily and Subtilly to deceive and defraud the said George hath not yet paid the said Sum of 249$47 Cents or any part thereof to the said George | although to do this the said James, afterwards to wit on the twenty Eighth day of the month aforesaid in the year

aforesaid as the Territory district and County aforesaid by the said George was Regu
ted but the said James to pay the same to him hath hitherto refused and
doth refuse, to the damage of the said George four hundred dollars and there
fore he Sues &c. And the said James Askworth by James Wallace his Attorney
comes and defends the wrong and injury when &c. and says that he did not
promise and undertake in manner and form as the said George Hammilton
hath above declared against him, and of this he puts himself upon the Coun
try. And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for
the district of Adams on the third Monday in November in the year of Our
Lord One thousand Eight hundred and two this Cause was legally Continued

Afterwards to wit at a Superior Court of Law held at Natchez in and for
the district of Adams on the third Monday in June in the year of Our Lord
One thousand Eight hundred and three this Cause was legally Continued.

Afterwards to wit it is commanded that the Sheriff of Adams County in
the district of Adams and Territory aforesaid do Summon thirty two good
and lawful men of his County and that the Sheriff of Wilkinson County in
the district of Adams and Territory aforesaid do Summon thirty two good
and lawful men of his County. According to the directions of the Act of the
General Assembly in such Case made and provided to Appear before the Jus
tices of the Territory aforesaid at a Superior Court of Law to be holden at Nat
chez in and for the district of Adams on the third Monday in November in the
year of Our Lord One thousand Eight hundred and three. by whom And so
forth. who neither And So forth to recognize and so forth because as well
and so forth. The same day is given to the parties there And so forth. At which
before the Judges of the Territory aforesaid, at the Court aforesaid here And
there holden came as well the said George Hammelton as the said James Ash-
worth by their Attornies aforesaid. And the Jurors of which mention is
above made being called certain of them came to wit. James Bruney Tho
mas Lovelace. Robert Childress. Israel Smith, Anthony Hoggatt Nathan
Strayze. Daniel Whittaker. John Bradley. Joseph Blackmore. Nathaniel
Tomlinson. Ezekiel Dewitt. and Reuben Brassfield. who being empannelled
chosen tried and Sworn to speak the truth upon the matter within Con
tained. Say upon their Oaths that the said James Ashworth did promise
and undertake in manner and form as the said George Hammelton
hath above Complained Against him. And they Assess the damages
of the said George Hammilton on Occasion of the premises besides his
Costs and Charges by him about his suit in that behalf expended. To
two hundred and forty nine dollars and forty seven Cents. Therefore
it is Considered by the Court that the said George Hammelton do recover
against the said James Ashworth his said damages by the Jurors
aforesaid in form aforesaid Assessed. And also seventeen dollars and
eighty seven Cents for his said Costs and Charges by him expended on
and about the prosecuting his said suit. by the said Court now here
adjudged to the said George Hammelton with Assent. which said damages
Costs and Charges. Amount in the whole to two hundred and forty
seven dollars and thirty four Cents. And the said James Ashworth
in mercy and so forth &c

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Simeon Spring) Atz Ezekiel Devort.

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires. Judges in and over the Mississippo Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One Thousand Eight hundred and three

Be it remembered that here tofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and two Simeon Spring by James Wallace his Attorney brought into the Court aforesaid his bill against Ezekiel Devort in Custody of the Sheriff of Adams County in the District and Territory aforesaid of a plea of Covenant and there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit.

The Mississippi Territory District of Adams ss In the Superior Court of Law November Term 1802. Simeon Spring by James Wallace his Attorney Complains of Ezekiel Devort in Custody &c. of a plea of Covenant broken For that whereas by certain deed or instrument of writing made in the Chickasaw Nation to wit in the County of Adams in the district of Adams aforesaid on the thirteenth day of October in the year of Our Lord One thousand Eight hundred and Ninety One by and between the said Simeon Spring of the one part and Ezekiel Devort of the other part, the Counter part of the said Deed or instrument of writing Sealed with the Seal of the said Ezekiel Devort being lost by time and Accident and not in the power or possession of the said Simeon Spring to bring here into Court the date whereof is on the day and year herein mentioned. It was then and there agreed by and between the said Simeon Spring and the said Ezekiel Devort as follows to wit, the said Ezekiel Devort on his part to take in Charge the noted fine Blooded horse Marques de Grandbee the said Devort agreed to take him from the Chickasaw nation to Natchez, and there to keep him to the best advantage for mares at those prices as he Should think proper. And the said Devort obliged to give himself to Keep a regular Account, and to return two thirds of the profits to said Spring Or Order, the other third the said Devort was for his Keeping the said Horse and trouble the said Devort was to Stand once a year, provided the said Spring agree to let him Stand longer, the said Spring reserved death and loss of the said Horse, And if the said Horse dies or is lost the said Devort was to lose his trouble. The said Devort was not to deliver the said Horse to any body Only to the said Spring or his Own Order, and if the said Devort sells him he is to give One thousand dollars. And the said Simeon in fact saith that he did deliver the said Horse to the said Ezekiel in the Chickasaw Nation aforesaid to be Conveyed to Natchez aforesaid there to be Kept to the best advantage for mares. And the said Simeon also in fact saith that the said Ezekiel after he brought and Conveyed the said Horse to Natchez aforesaid did not Keep the said Horse to the best advantage for mares, nor did the said Ezekiel Keep a regular Account of the benefits or profits Arising from the Services of said Horse, nor hath the said Ezekiel paid to the said Simeon Or Order, Two thirds of the profits arising from the Services

of the said horse, nor did the said Ezekiel keep the said Horse in the district of Natchez afore said, but the said Ezekiel took & Conveyed the said Horse to the West Side of the Missisippi, where by the Neglect and detention of the said Ezekiel the said Horse died, nor hath the said Ezekiel delivered the said Horse to the said Simeon or Order which the said Ezekiel Ought to have done, according to the form and effect of the said Covenant, and this the said Simeon Saith, that the said Ezekiel (altho often requested) hath not kept his said Covenant with the said Simeon but hath broke the same with him, whereby he Saith he is prejudiced and hath Sustained damages to the value of two thousand dollars, and therefore he brings Suit &c

Natchez at a Superior Court of Law held at Natchez in and for the district of Natchez on the third monday in June the year of Our Lord One thousand Eight hundred and three the said Ezekiel by his Attorney Seth Lewis Comes and defends the wrong and injury which &c, and Saith that the said Simeon Ought not to have and maintain his action his action aforesaid against him because he Saith that by the Instrument of writing or writing obligatory in the said Simeons declaration above mentioned, the said Ezekiel did Covenant and Agree to take charge of the Horse in the declaration mentioned and to Convey him to the district of Natchez and that he should there keep the said Horse to the best Advantage, for the Purpose of Covering mares at such prices as the said Ezekiel should deem proper, and should keep an Account of the profits arising from the use of the said Horse, and receive and retain to his own use, one third part of the said profits, and should Account to and pay to the said Simeon the other two thirds of the same profits, and that the said Account should be settled between the said Simeon and the said Ezekiel, once in each Year, in case the said Simeon should agree to let the said horse remain in the possession of the said Ezekiel for a longer Term than one Year, and that if the said Horse should die or be lost the said Ezekiel should lose his labour care and diligence in taking care of him as by the writing Obligatory aforesaid, the said Counterpart whereof Sealed with the seals of the said Simeon and Ezekiel and dated the thirtieth day of October in the year of our Lord One thousand seven hundred and ninety one and now to the Court here shewen more fully appears which are all and singular the Covenants grants Articles Clauses provisions payments and agreements in the writing obligatory aforesaid Contained, on the part of him the said Ezekiel to be performed, fulfilled, done paid and Rendered, and the said Ezekiel further Saith that he the said Ezekiel allways from the time of making the writing obligatory aforesaid, until the day of Suing out the Original writ of the said Simeon in this Cause, well and truly hath kept observed performed fulfilled, paid done and Rendered, all and singular the Covenants grants Articles Clauses promises, payments and agreements, in the said writing obligatory Contained, which on the part of him the said Ezekiel were to be observed performed fulfilled, paid done and Rendered, according to the force and effect of the writing obligatory aforesaid. And this the said Ezekiel is ready to verify wherefore he prays Judgment whether the said Simeon ought to have & maintain his Action aforesaid against him. And for further plea as to the aforesaid declaration of the said Simeon according to the form of the Statute in Such case made and provided, the said Ezekiel Saith that the said Simeon ought not to have or maintain his Action aforesaid against him because he Saith that by the writing obligatory aforesaid the said Simeon did Covenant and that he the said Simeon should agree, that if the said horse in the aforesaid declaration mentioned should die or be lost that he the said Simeon should and would bear and sustain the loss of the same horse, and the said Ezekiel in fact Saith that before the day of Suing forth the Original writ of the said Simeon in this Cause to wit on the aforesaid thirtieth day of October in the year of Our Lord One thousand Seven hundred and ninety One at the County aforesaid

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and for a long time afterwards to wit until the day of in the
Year of Our Lord One thousand Seven hundred and the said Horse
became and does sick unsound weak and diseased, on which said
last mentioned year and day, being before the day of Suing out the
Original writ in this Cause at the County aforesaid the said
horse of the said Sickness unsoundness weakness and disease
did die, and so was lost without any default or negligence of
the said Ezekiel and this the said Ezekiel is ready to verify, Wherefore he prays Judgment whether the said Simeon Ought to have
or maintain his said Action aforesaid against him. And the said
Ezekiel by his Attorney saith Levis for further plea to the aforesaid
Declaration saith that the said Simeon Ought not to have or
maintain his Action aforesaid against him, because he
saith that he did not break his aforesaid Covenant in the said
Plaintiffs declaration mentioned in Manner and form as the
said Simeon in his said declaration hath alledged against
him. And of this he puts himself upon the Country. And the
Plaintiff doth the like. And the said Simeon says that as
to the first plea above pleaded in bar by the said Ezekiel he
the said Simeon Ought not to be barred from having or maintaining his aforesaid Action thereof against him the said Ezekiel
because he says that the said Ezekiel did not from the time
of making the said writing Obligatory before the day of Suing
out the Original writ of the said Simeon against the said
Ezekiel well and truly Keep and Observe all and singular the Covenants grands Articles Clauses provisos payment and agreements
in the said writing Obligatory Contained according to the form
and effect of the writing Obligatory aforesaid. And of this he puts
himself upon the Country &c. And the said Plaintiff doth so like
wise. And as to the second plea of the said Ezekiel above
pleaded in bar by the said Ezekiel the said Simeon says that
he Ought not to be barred from having and maintaining his
aforesaid Action thereof against him, because he saith that
the said Simeon did not Covenant and Agree by the said writing Obligatory aforesaid, that if the said Horse in the said
declaration mentioned should die or be lost, that he the said
Simeon should or would bear and sustain the loss of the
same horse, and the said Simeon further saith, that before the
day of the Suing forth the Original writ of the said Simeon in
the said Cause to wit on the aforesaid thirtieth day of October in the
year of Our Lord One thousand Seven hundred and ninety One
at the County aforesaid, was not sick unsound or diseased, nor
did the said horse die of the said Sickness unsoundness weakness
and disease, nor did the said horse die and was lost through
the default and negligence of the said Ezekiel Lewis. And of
this he puts himself upon the Country. And the said Defendant doth
the like.

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon
thirty two good and lawful men of his County and the Sheriff of
Wilkinson County do Summon four good and lawful men of his County

According to the directions of the Act of the General Assembly in Such Case made and provided to be and appear before the Judges of the Territory aforesaid, at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three as well and so forth. The same day is given to the parties aforesaid there and so forth — At which day before the Judges of the Territory aforesaid at the Court aforesaid then and there held, Came as well the Said Simeon Spring as the Said Ezekiel Elliott by their Attornies aforesaid; and the Juros of which mention is above made being called certain of them Came to wit James Burney, Thomas Lovelace, Robert Childress, Isaac Smith, Anthony Hoggatt Mathew Sways, David Whitaker, John Bradley, Enoch D. Claremont, Nathaniel Tomlinson, Reuben Brasfield and James Scurlock, who being impannelled Chosen tried and Sworn to Speak the Truth on the matters within Contained Say upon their Oaths that the Said Ezekiel did Covenant promise and agree in manner and form as the Said Simeon Spring hath above Complained against him, And they Assess the damages of the Said Simeon on Occasion of the premises, besides his Costs and Charges by him About his Suit in this behalf expended to five hundred dollars, Therefore it is Considered by the Court here that the Said Simeon Spring do recover against the Said Ezekiel Elliott his Said Damages by the Juros aforesaid in form aforesaid Assessed. And also forty dollars and Eighty one Cents, for his Said Costs and Charges by him expended in and about the prosecuting his Suit in this behalf by the Said Court now here Adjudged to the Said Simeon Spring with his Assent, which Said damages Costs and Charges Amount in the whole to five hundred and forty dollars and Eighty One Cents. And the Said Ezekiel Elliott in mercy and so forth —

Moses Moore vs Robert Elliot

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and two Moses Moore by Edward Turner his Attorney, brought into the Court aforesaid his bill against Robert Elliot in Custody of the Sheriff of Wilkins on County in the district aforesaid, of a plea of Debt. And there are pledges of prosecution to wit John Doe and Richard Roe, which said bill is in the following words to wit. John Doe and Richard Roe, which said bill is in the following words to wit. Mississippi Territory Adams District Ss. Superior Court for Adams District. November Term 1802. Moses Moore by Edward Turner his Attorney complains of Robert Elliot, and prays that he may be taken into Custody to Answer the said Moses of a plea of debt of Eight hundred and twelve dollars and fifty cents which to him he Owes and from him unjustly detains For that whereas the said Robert on the thirteenth day of July in the year of our Lord One thousand Eight hundred and One at Natchez in the County

Was before the Honerable Peter Bryan Bruin and Daniel Burr Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams On the third monday in November in the year of Our Lord One thousand Eight hundred and three.

of Adams and in the district aforesaid by his Certain writing Obli
gatory Commonly Called a Bond Sealed with his Seal and to the Court
here Shewn the date whereof is the day and year aforesaid. Acknowledged
himself to be held and firmly bound unto the said Moore in the sum
of Eight hundred and twelve dollars and fifty Cents money of the
United States to be paid to the said Moore his Certain Attorney Suc-
cessor Administrator or Assigns. Yet the said Robert altho thereto of-
ten required hath not paid to the said Moore the said sum of Eight hun-
dred and twelve dollars and fifty Cents or any part thereof but hitherto
hath refused and still doth refuse to pay it to him the said Moore
to his damage three hundred dollars. And therefore he Sues &c.
And the said Robert by James Wallace his Attorney Comes and defends
the Wrong and injury when &c And prays Oyer of the recited Obliga-
tory in the Above declaration mentioned. And he also prays Oyer
of the Condition of said Writing Obligatory. &c. And the said
Robert by James Wallace his Attorney Comes and defends the wrong
and injury when &c. And says that he ought not to be charged
with the debt in the said writing Obligatory in the said Declara
tion mentioned, because he says that the said recited Obliga
tory in the said Declaration mentioned is not his act and Deed
Prit of this he puts himself upon the Country &c. And the Plain
tiff doth the like — And for further plea in this behalf by leave
of the Court here first had and obtained, and by force of the Sta
tute in such Case lately made and provided he saith that the
said Moore ought not to have or maintain his aforesaid Action
against him because he saith that at the time of making
the writing aforesaid in the said declaration mentioned he was
imprisoned by the said Moore and others by his Contrivance to wit
at Natchez in the County of Adams on the District aforesaid
and was there detained in prison until he the said Robert by
force of duress and imprisonment then and there made the said
writing to the aforesaid Moses Moore, and this he is ready to verify
wherefore he prays Judgment if the said Moses Moore ought
to have and maintain his said Action against him — And
the said Moses Moore saith that he ought not be barred of having
and Maintaining his said Action for any thing that is Contained
in the plea of the said Robert Elliott as above pleaded for
that he the said Robert at the time of making the Obligatory
writing mentioned in the declaration was not imprisoned by him
the said Moses, or by any other by his procurement nor was he the
said Robert detained in prison until he made the said Obligatory
writing, as he the said Robert in his plea hath alleged. And this
the said Moses prays may be enquired of by the Country. and the
Defendant doth the like.

Afterwards Court at a Superior Court of Law held at Nat
chez in and for the District of Adams on the third monday in June
in the year of Our Lord One thousand eight hundred and three
this Cause was legally Continued.

Afterwards it is Commanded that the Sheriff of Adams County in
the district of Adams and Territory aforesaid do Summon thirty two good
and lawful men of his County, and the Sheriff of Wilkinson County in
the district of Adams and Territory aforesaid do Summon ten good and
lawful men of his County, according to the directions of the act of

the Genral Assembly in Such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of our Lord one thousand Eight hundred and three by whome and so forth who neither and so forth to recognize and so forth because as well and so forth the Same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid at the Court aforesaid then and there held came as well the said Moses Moore as the said Robert Elliot by their Attorneys aforesaid and the Juros of which mention is above made being called Certain of them came to wit. Thomas Lovelace, Robert Chaldrep. Israel Smith. Anthony Hoggatt Nathan Swayze. Daniel Whitaker. John Bradley. Joseph Dobbs Claremont, Nathaniel Tomlenson Reuben Brasfield. James Scurlock and Ezekiel Deuro. who being empannelled Chosen tried and Sworn to Speak the Truth upon the matters within Contained. Say upon their Oaths that the within writing Obligatory is the Deed of the said Robert Elliott as the said Moses Elliot hath within in that behalf alleged. and Debt to be discharged on the payment of four hundred and forty five dollars and fifty Cents damages, besides his Costs and Charges by him about his Suit in that behalf expended. Therefore it is Considered by the Court here that the said Moses Moore do recover against the said Robert Elliott his said damages by the Juros aforesaid in form aforesaid assessed. and also nineteen dollars and seven Cents, for his said Costs and Charges by him expended in and about prosecuting his Suit in this behalf by the said Court now here adjudged to the said Moses Moore with his Assent which said damages Costs and Charges in the whole amount to four hundred and sixty four dollars and Seven Cents. and the said Robert Elliott in Mercy and so forth in

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Wilson Hunt. vs. John Cammack

Pleas before the Honorable Peter Bryan Bruin and David Ker Esqrs Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the Year of our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord One thousand Eight hundred and three Wilson Hunt by Lyman Harding his Attorney brought into the Court aforesaid his bill against John Cammack in Custody of the Sheriff of Adams County in the District and Territory aforesaid, of a plea of trespass on the Case and there are pledges of prosecution to wit: John Doe and Richard Roe, which said bill follows in these words to wit. Adams District ss. Superior Court of Law June Term 1803. Wilson Hunt Complains of John Cammack in Custody &c. of a plea of trespass on the case For that whereas the said John Cammack on the Seventeenth day of December in the Year of Our Lord One thousand Eight hundred and two. at the district of Adams aforesaid was indebted to the said Wilson Hunt in the Sum of Six hundred and thirty dollars and ninety Cents for divers goods Wares and merchandizes by the said Wilson Hunt before that time Sold and delivered to the said John Cammack and at his Special instance and request. and being so indebted he the said John Cammack in Consideration thereof afterwards to wit, on the same day and year last aforesaid at the district aforesaid undertook and then and there faithfully promised the said Wilson Hunt to pay him the said Sum of money when he the said

John Cammack Should be afterwards there to requested. And whereas
also afterwards towit on the same day and year last mentioned in the
district aforesaid. viz Consideration that the said Wilson Hunt. at the
Speciall instance and request of the said John Cammack. hee
before that time sold and delivered to the said John Cammack. divers
other goods wares and merchandizes. he the said John Cammack then
and there undertook and faithfully promised the said Wilson Hunt to
pay him so much money as the said Goods wares and Merchandizes
last mentioned were reasonably worth at the time of the sale and de-
livery thereof, when he the said John Cammack Should be afterwards
thereto required. And the said Wilson Hunt Avers that the said goods
wares and merchandizes last mentioned were reasonably worth other
six hundred and thirty dollars and ninety Cents at the time of the
sale and delivery thereof: Yet at the County aforesaid whereof the
said John Cammack then and there had notice. Nevertheless the
said John Cammack his several promises and undertakings aforesaid
in form aforesaid made. not in the least regarding the aforesaid several
Sums of Money or any part thereof to the aforesaid Wilson Hunt. hath
not yet paid though to pay the Same the said John Cammack by the
said Wilson Hunt hath been often requires, but to pay the Same (thus
the said John Cammack hath hitherto altogether refused and
still doth refuse) to pay the Same to the said Wilson Hunt to his
damage twelve hundred dollars and thereupon he brings Suit &c—

And the said John Cammack by Abner L Duncan his Attorney
Comes and defends the wrong and injury when &c— and Says that he
never did promise and assume upon himself in manner and form
as the said Wilson Hunt has Complained against him. And of this
for true puts himself upon the Country &c. And the Plaintiff doth
the like.

Afterwards it is Commanded that the Sheriff of Adams County
in the district of Adams and Territory aforesaid do Summon thirty two
good and lawful men of his County. and the Sheriff of Jefferson County
in the district of Adams and Territory aforesaid do Summon ten good
and lawful men of his County according to the directions of the
Act of the General Assembly in such Case made and provided. to be and
appear before the Judges of the Territory aforesaid at a Superior
Court of Law to be holden at Natchez in and for the District of
Adams on the third monday in November in the year of our Lord
One thousand eight hundred and three by whoom and so forth
who neither and so forth to recognize and so forth. be cause as well &
so forth. The same day is given to the parties aforesaid there and
so forth. At which day before the Judges of the Territory aforesaid
at the Court aforesaid then and there held. Came as well the said
Wilson Hunt as the said John Cammack by their Attorns afore
said. And the Juror of which mention is above made being called
Certain of them Came towit. Thomas Lovelace, Robert Childers Israel
Smith. Anthony Hoggatt. Nathan Swayze. Daniel Whitaker John
Bradly, Josiah Dclaremont Nathaniel Tomlinson. Reuben Brasfield
James Scurlock and Ezekiel Devall who being impannelled Sworn
tried and Sworn to Speak the truth on the matters within Contained
Say upon their Oaths. that the said John Cammack did promise and
undertake in manner and form as the said Wilson Hunt hath
above thereof Complained Against him. and do assess the damages
of the said Wilson Hunt besides his Costs and charges by him
about his Suit in this behalf expended. to Six hundred and thir
ty dollars and ninety Cents. Therefore it is Considered by the Court

that the said Wilson Hunt do recover against the said John Cammack his said damages by the Jurors aforesaid in form aforesaid assessed: And also fifteen dollars and forty one cents for his said Costs and charges by him expended in and about the prosecuting his said suit in this behalf, by the said Court now here adjudged to the said Wilson Hunt with his assent, which said damages costs and charges amounts in the whole to Two hundred and forty five dollars and eighty one cents: and the said John Cammack in mercy and so forth.

Stephen Elliot vs. William Price.

Pleas before the Honorable Peter Bryan Bruin and David Ferry Esquires. Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and two, Stephen Elliot by Exhibit his Attorney brought into the Court aforesaid his bill against William Price in Custody of the Sheriff of Adams County in the District aforesaid of a plea of trespass on the case and there are pledges of prosecution to wit, John Doe and Richard Roe which said bill follows in these words to wit, Adams district Superior Court of Law, November Term 1802. Stephen Elliot Complains of William Price in Custody &c. of a plea of Trespass on the case. For that whereas the said William Price on the Eighteenth day of August, in the year of Our Lord One thousand Eight hundred and one, at the County aforesaid made his certain note in writing Commonly called a promissory note with his proper hand thereto Subscribed, bearing date on the day and year last mentioned, and then and there delivered the said note to the said Stephen Elliot by which said note the said William Price promised to pay to the said Stephen Elliot or his order six months after date, the sum of two hundred and twenty five dollars, by reason whereof the said William Price became liable to pay to the said Stephen Elliot the said sum of money contained in said note according to the tenor and effect of said note, and being so liable the said William Price, in consideration thereof afterwards to wit on the day and year last mentioned at Natchez in the County aforesaid undertook and then and there faithfully promised the said Stephen Elliot to pay him the said sum of money contained in said note according to the tenor and effect of said note. Nevertheless the said William Price his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid Stephen Elliot hath not yet paid, although often requested to pay the same the said William Price hath been often required but to pay the same to the said Stephen Elliot the said William Price hath hitherto altogether refused, and still doth refuse to pay the same to the said Stephen Elliot to his damage five hundred dollars and therefore he brings Suit &c. And the said William Price by James Wallace his Attorney comes and defends the wrong and injury when &c. and says that he did not promise and undertake in manner and form as the said Stephen Elliot hath above declared against him, and of this he puts himself upon the Country &c. And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in & for the district of Adams on the third monday in June in the year of

our Lord One thousand Eight hundred and three this Cause is legally Continued.

Afterwards Court it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two Good and Lawful men of his County and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County According to the directions of the Act of the General Assembly in such Case made and provided. to be and Appear before the Judges of the Territory aforesaid at a Superior Court of Law holden at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three. by Coram and so forth. who neither and so forth, to Recognize and so forth, because as Well and so forth. The same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid at the Court aforesaid and there hith Came as well the said Elliot as the said William Price by their Attornies aforesaid And the Jurors of which mention is above made being called Certain of them Came Court. Thomas Loudacy Robert Childress. Isaac Smith Anthony Hoggatt. Nathan Swayze Daniel Whitaker John Bradley Joseph Delaremont. Nathaniel Tomlinson Reuben Brasfield, James Scurlock and Ezekiel Devot. who being impannelled Chosen true and Sworn to Speak the truth Concerning the Matters within Contained Say upon their Oaths that the said William Price did undertake and promise in manner and form as the said Stephen Elliot hath Complained against him. and assess the damages of the said Stephen Elliot besides his Costs and Charges by him About his Suit in this behalf expended. to three hundred dollars Therefore it is Considered by the Court that the said Stephen Elliot do recover against the said William Price his said damages by the Jurors aforesaid in form aforesaid assessed and also Seventeen dollars and eleven Cents for his said Costs and Charges by him about his Suit in that behalf by the said Court now here Adjudged to the said Stephen Elliot with his assent. which said damages Costs and Charges amount in the whole to three hundred and Seventeen dollars and eleven Cents. And the said William Price in Mercy and so forth

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David Ferguson and Melling Woolley Vs James Boseley

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three. David Ferguson and Melling Woolley by Lyman Harding their Attorney brought on to the Court

aforesaid their bill against James Borley in Custody of the Sheriff of Adams County in the district aforesaid of a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill for over in these words to wit Adams ss. James Borley in Custody &c of a plea of trespass on the Case. For that whereas at the time of making the several promises and undertakings hereafter mentioned, and before and afterwards the said David Fergusson and Melling Woolley were partners in trade to wit at the County of Adams in the district of Adams aforesaid and whereas the said James Borley on the third day of November in the year of our Lord One thousand eight hundred and two, at the County and district aforesaid made his certain note in writing Commonly Called a promissory Note. Subscribed with his own proper hand, bearing date on the Same day and year last mentioned. and then and there delivered the said Note to one Joseph Dunbar, and thereby promised in all the months of December then next ensuing to pay to the Agent of Fergusson and Woolley, the said Joseph Dunbar then being the Agent, and only Agent of said Fergusson and Woolley, or his Order the Sum of Eight hundred and eighty eight dollars Eighty Seven and a half cents with legal interest from the first day of January then last past until paid for Value received by the said James Borley. And the said Joseph Dunbar Agent of said Fergusson and Woolley as aforesaid then and there delivered the said Note to be endorsed to the said Fergusson and Woolley, whereof the said James Borley afterwards to wit On the day and year last mentioned, at the County and district aforesaid had notice, by reason of which promises and by force of the Statute in Such Case made and provided the said James Borley became liable to pay to the said David Fergusson and Melling Woolley the said Sum of money Contained in said Note According to the tenor and effect of said Note and of said endorsement so made thereon as aforesaid. and being so liable the said James Borley in Consideration thereof afterwards to wit on the Same day and year last mentioned, at the County and district aforesaid, took upon himself and then and there faithfully promised the said David Fergusson and Melling Woolley to pay them the said Sum of money contained in said Note, According to the tenor and effect of said Note and of said endorsement — And whereas also the said James Borley afterwards to wit on the said third day of November in the Year of Our Lord One thousand Eight hundred and two, at the County aforesaid at the district aforesaid made a certain note in writing commonly called a promissory note with his proper hand thereto Subscribed bearing date on the Same day and year last mentioned, and then and there delivered the said last mentioned note to one Joseph Dunbar the said Joseph Dunbar then being Agent and Servant of the said Melling Woolley and David Fergusson by which said last mentioned note the said James Borley promised to pay to the Agent of Melling Woolley and David Fergusson or Order meaning the said David Fergusson and Woolley the said Joseph Dunbar then being their Agent as aforesaid, in all the month of December then next the Sum of Eight hundred and Eighty Eight dollars Eighty Seven and a half Cents with legal interest from the first day of January then last past until paid for Value received by the said James Borley by reason whereof the said James Borley became liable to pay to the said David Fergusson and Melling Woolley the said Sum of money Contained in said last mentioned note, According to the tenor and effect of the said last mentioned note, and being so liable the said James Borley in Consideration thereof afterwards to wit on the day and year last mentioned at the County and district aforesaid took upon himself and then and there faithfully promised the said David Fergusson and Melling Woolley to pay them the said Sum of money Contained in said last mentioned note. According to the tenor and effect of the said last mentioned note. And whereas also the said James Borley afterwards to wit on the said first day of November in the year of our Lord one thousan

Eight hundred and two. at the County and district aforesaid was held to the said David Ferguson and Melling Woolley in another large sum of money to wit in the sum of Eight hundred and Eighty Eight dollars and Eighty Seven and a half Cents for divers goods wares and Merchandizes by the said David Ferguson and Melling Woolley before that time sold and delivered to the said James Bouley and at his Special instance and request and being so indebted he the said James Bouley. in Consideration thereof afterwards to wit on the day and year last aforesaid at the County and District aforesaid. undertook. and then and there faithfully promised the said David Ferguson and Melling Woolley to pay them the said sum of Money when he the said James Bouley should be afterwards thereto required. And whereas also afterwards to wit on the same day and year last mentioned in the County and district aforesaid. in Consideration that the said David Ferguson and Melling Woolley at the like Special instance and request of the said James Bouley. had before that time sold and delivered to the said James Bouley divers other goods wares and Merchandizes he the said James Bouley then and there undertook and faithfully promised the said David Ferguson and Melling Woolley to pay them so much money as the said goods wares and Merchandizes last mentioned were reasonably worth at the time of the Sale and delivery thereof when he the said James Bouley should be afterwards thereto required. And the said David Ferguson and Melling Woolley over that the said goods Wares and merchandizes last mentioned were reasonably worth other Eight hundred and Eighty Eight dollars and Eighty Seven and a half Cents at the time of the Sale and delivery thereof to wit at the County and district aforesaid: whereof the said James Bouley then & there had Notice. Nevertheless the said James Bouley his Several promises and undertakings aforesaid in form aforesaid made not in the least regarding the aforesaid Several Sums of Money or any part thereof to the said David Ferguson Or Melling Woolley. or to either of them hath not yet paid / attho to pay the same the said James Bouley the said David Ferguson and Melling Woolley hath been often required to pay the same to them or to either of them the said James Bouley hath hitherto altogether refused and still doth refuse to pay the same to the said David Ferguson And Melling Woolley to their Damage two hundred dollars and thereupon they bring Suit &c.

And the said James Bouley by Abner L Duncan his Attorney comes and defends the wrong and injury when &c. and says that he never did promise and upon himself in manner and form as they the said Ferguson and Woolley have complained against him. And of this for trial puts himself upon the Country. And the Plaintiff doth the like

Afterwards to wit it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County. and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the Act of the Genirae Assembly in such case made and provided. to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the third monday in November in the year of our Lord one thousand Eight hundred and three. by whom and so forth who neither and so forth to recognize and so forth. Because as well and so for the. The same day is given to the parties aforesaid there and so forth At which day before the Judges of the Territory aforesaid. etc the

Court aforesaid then and there held came as well the said David Ferguson & Mellen G Woolley as the said James Boreley by their Attornies aforesaid And the Jurors of which mention is above made being called certain of them came towit Thomas Lovelace Robert Chaldress Israel Smith Anthony Hoy Jr Nathan Swayze Daniel Whitaker John Bradley Joseph Belcremont Nathaniel Tomlinson Reuben Bozorth Jr. James Sherlock And Ezekiel Dewit who being empannelled chosen tried And Sworn to Speak the truth on the Issues within Contained. Say upon their oaths that the said James Boreley did promise and undertake in manner and form as the said David Ferguson And Mellen Woolley have complained against him and they do Assess the damages of the said David Ferguson And Mellen Woolley besides their Costs and charges by them about their Suit in that behalf expended to seven hundred and thirty four dollars Eighty seven and a half Cents. Therefore it is Considered by the Court that the said David Ferguson And Mellen Woolley do recover against the said James Boreley their said damages by the Jurors aforesaid in form aforesaid Assessed and also Eighteen dollars and seventy four Cents for his said Costs and charges by him about his Suit expended in this behalf by the said Court now here adjudged to the said David Ferguson and Mellen Woolley with their Assent. Which said damages costs and charges Amount in the whole to Seven hundred and fifty three dollars eleven and a half Cents. And the said James Boreley in Mercy and so forth —

James Terrell Vs. John G. Caston —

Pleas before the Honorable Peter Bryan Bruin and David Hitt Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and three. —

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams, on the third monday in June in the Year of Our Lord One thousand Eight hundred and three James Terrell by Lyman Harding his Attorney brought into the Court aforesaid his bill against John G Caston in Custody of the Sheriff of Adams County in the district of Adams aforesaid in a plea of trespass on the Case. and there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words towit. Adams district to wit. Superior Court of Law June Term 1803. James Terrell Complains of John G Caston in Custody &c of a plea of trespass on the Case. For that whereas the said John G Caston on the twenty fifth day of December in the Year of Our Lord One thousand Eight hundred and two at the district of Adams aforesaid was indebted to the said James Terrell in the Sum of two hundred and two dollars and ninety three Cents for divers goods wares and merchandizes by the said James Terrell before that time Sold and delivered to the said John G. Caston and at his Special instance and request. and being so indebted he the said John G Caston in Consideration thereof afterwards towit on the same day and year last aforesaid at the district aforesaid undertook and then and there faithfully promised the said James Terrell to pay him the said Sum of money when he the said John G Caston should be after wards there to required. And whereas also afterwards towit on the day and year last mentioned at the district aforesaid. in Consideration that the said James Terrell at the like Special instance and request of the said John G Caston. had before that time Sold and delivered to the said John G Caston divers other goods wares and merchandizes he the said John G Caston undertook and then and there faithfully pro-

mised

misis the said James Ferrall to pay him so much money as the afor goods wares and merchandizes last mentioned were reasonably worth at the time of the Sale and delivery thereof when he the said John G Caston should be there to afterwards requires. And the said James Ferrall avers that the said goods wares and merchandizes last mentioned were reasonably worth other two hundred and two dollars and ninety three Cents at the time of the sale and delivery thereof to at the district aforesaid where of the said John G Caston then and there had notice Nevertheless the said John G Caston his several promises and undertakings aforesaid in form aforesaid made not in the least regarding the aforesaid Several Sums of money or any part there of to the aforesaid James Ferrall hath not yet paid altho to pay the same the said John G Caston by the said James Ferrall hath been often required but to pay the same to him he the said John G Caston hath hitherto altogether refused and still doth refuse to pay the same to the said James Ferrall to his damage four hundred and five dollars and thereupon he brings Suit &c.

And the said John G Caston by James Wallace his Attorney Comes and defends the wrong and injury when &c and says that he did not promise and undertake in manner and form as the said James Ferrall hath above declared against him and of this he puts himself upon the Country. And the said Plaintiff doth the like

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon ten good and lawful men of his County according to the directions of the Act of the Generally Assembly in Such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord one thousand eight hundred and three by whom and so forth who neither and so forth to recognize and so forth because as now and so forth the same day is given to the parties aforesaid there and so forth At which day before the Judges of the Territory aforesaid at the Court aforesaid then and there held. Came as well the said James Ferrall as the said John G Caston by their Attorneys aforesaid. And the Jurors of which mention is above made being called certain of them Came to wit Thomas Loudan Robert Chilcres. Israel Smith & Anthony Hoggatt Nathan Swayze, Daniel Whitaker, John Bradley, Joseph D Claremont Nathaniel Tomlinson Reuben Brasfield James Securlock and Ezekiel Dewit. who being impannelled chosen tried and Sworn to Speak the truth upon the matter within contained Say upon their Oaths that the said John G Caston did promise and undertake in manner and form as the said James Ferrall hath above Complained against him. And do assess the damages of the said James Ferrall besides his Costs and charges by him about his Suit in this behalf expended to two hundred and Six dollars and thirty One Cents. Therefore it is Considered by the Court that the said James Ferrall do recover against the said John G Caston his said damages by the Jurors aforesaid in form aforesaid assessed. And also fifteen dollars and Seventy Seven cents for his Costs and Charges by him expended in and about prosecuting his said

Suit in this behalf & by this said Court now here adjudged to the said James Terrau and with his assent, which said damages Costs and charges amount in the whole to two hundred and twenty one dollars and Eight Cents. And the said John G Baston in mercy and so forth...

Robert & George Cochran vs. James Boseley

Pleas before the Honerable Peter Bryan Bruin and David Kerr Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid on the third monday in June in the year of Our Lord One thousand Eight hundred and three. Robert Cochran and George Cochran by Lyman Harding Esquire their Attorney came into Court and brought into the same their bill against James Boseley in Custody of the Sheriff of Adams County in the district aforesaid, of a plea of trespass on the Case. and there are pledges of prosecution towit John Doe and Richard Roe. which said bill follows in these words towit. District of Adams ss. Superior Court of Law June Term 1803. Robert Cochran and George Cochran Complain of James Boseley in Custody &c. of a plea of trespass on the Case. For that where as the said James Boseley on the third day of May in the year of Our Lord One thousand Eight hundred and two at Natchez in the district of Adams aforesaid, made his Certain note in writing commonly called a promissory note with his proper hand thereto Subscribed. bearing date on the day and year last mentioned. and then and there delivered the said note to the said Robert Cochran and George Cochran, by which said note the said James Boseley promised to pay to the said Robert Cochran and George Cochran by the names of Robert and George Cochran or Order on demand the Sum of three hundred and fifty dollars and forty five Cents with interest from the first day of January then last past, for Value received as by & whereof the said James Boseley became liable to pay to the said Robert Cochran and George Cochran the said Sum of money Contained in said note according to the tenor and effect of said note. and being so liable the said James Boseley in Consideration thereof afterwards towit on the day and year last mentioned at Natchez aforesaid in the district aforesaid undertook and then and there faithfully promised the said Robert Cochran and George Cochran to pay them the said Sum of money Contained in said note according to the tenor and effect of said note. Nevertheless the said James Boseley his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid Sum of money or any part thereof to the aforesaid Robert Cochran & George Cochran or to either of them hath not yet paid. (tho to pay the same the said James Boseley by the said Robert Cochran and George Cochran hath been often required) but to pay the same to them or to either of them the said James Boseley hath hitherto altogether refused and still doth refuse to pay the same to the said Robert Cochran and George Cochran or to either of them to their damage Seven hundred dollars and thereupon they bring Suit &c. And the said James Boseley by Abner L Duncan his

Attorney comes and defends the wrong and injury when &c and says he shall be never &c guilty thereof and thereupon himself in manner and form as they the said Robert Cochran and George Cochran have complained against him and of this he puts himself upon the Country and the Plaintiff doth the like &c

And now at this day to wit the day and year first above written at a Superior Court of the Indiana District at Natchez in and for the district of the Territory aforesaid came as well the said Robert Cochran and George Cochran as the said James Bowlby by their respective Attorneys aforesaid and thereupon the said James Bowlby by his said Attorney relinquishing his said plea by them above pleaded say that he cannot deny the Action of the said Robert Cochran and George Cochran nor but that he the said James Bowlby did undertake and promised in manner and form as the said Robert Cochran and George Cochran have above thereof complained against him. But all that the said Robert Cochran and George Cochran have sustained damages on occasion of the not performance of the promises and undertakings of the said defendant to them pleaded and sixty two dollars and fifty seven Cents to the said declaration is above suppose. Therefore it is considered that the said Robert Cochran and George Cochran do recover against the said James Bowlby his damages aforesaid to them pleaded and sixty two dollars and fifty seven Cents and also their costs and charges by them about their suit in this behalf expended by the said Court now here adjudged to the said Robert Cochran and George Cochran with their assent pleaded said damages Costs and Charges by them sustained in the prosecution of their suit aforesaid and sixty two dollars due the said James Bowlby in manner and form

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The United States of America

To the Marshal of the District of Louisiana or his Deputy Greeting, We command you that of the goods and chattels of James Bowlby late of the District of Louisiana Factor in the County of Natchez you cause to be made the sum of one thousand two hundred and fifty seven dollars which lately in the District Court of the Indiana District at Natchez before the Judges of our said Court by the consideration and judgment of the same Court was recovered against the said James Bowlby for damages which the said Robert Cochran and George Cochran lately in the same Court had against him and also the sum of one hundred and twenty three dollars and fifty cents which to the said Robert Cochran and George Cochran in the same Court were adjudged for their costs and charges by them about their suit in that behalf expended whereof the said James Bowlby is convicted as appears of record and have you the said money before the Judges of our said Court at Natchez on the first Monday in December next to render unto the said Robert Cochran and George Cochran for their damages costs and charges aforesaid and have you then there this writ Witness the Honorable Peter Bruin Chief Judge of our said Court at Natchez this [illegible] day of [illegible] in the year of our Lord one thousand eight hundred and [illegible] and in the [illegible] year of the Independence of the United States of America

on the 5th day of April 1803, at Natchez in the district aforesaid by his certain writing obliga
tory sealed with the seal of him the said Enoch and to the court here shewn the date whe
is the same day and year aforesaid acknowledged himself to be bound to the said
Robert in the sum of two hundred dollars to be paid to the said Robert fifteen
days after the date of the said writing obligatory, And whereas the said Enoch
at the time required by the said Robert, since the said last mentioned sum of
money became due, hath not yet paid the said sum of money or any part
thereof but the same to render to him the said Robert he the said Enoch hith
hitherto altogether refused and neglected to the damage of him the said Robert
one thousand dollars and therefore he brings suit &c.

And the said Enoch Drake by James Wallace his Attorney comes and de
fends the wrong and injury when &c. And says that the said Robert ought not
to have or maintain his aforesaid Action against him because he says
that before the issuing out of the Original writ of the said Robert against
him the said Enoch he paid unto the said Robert the sum of four hundred
dollars mentioned in the said writing obligatory with all legal interest
due thereon and this he is ready to verify, wherefore he prays judgment
if the said Robert ought to have or maintain his said Action against
him. &c And the said Robert replies and says that he ought not to
be precluded from having and maintaining his action aforesaid a-
gainst the said Enoch by any thing by the said Enoch in pleading above
alleged because he says that the said Enoch did not pay to the said
Robert the said sum of four hundred dollars mentioned in said writ
ing obligatory with all legal interest due thereon in such manner
and form as the said Enoch hath in his said plea hath alleged and
this he prays may be enquired of by the country. And the Defendant
doth the like &c. Afterwards to wit Commanded that the Sheriff of
Adams County in the district of Adams and Territory aforesaid do
Summon thirty two good and lawful men of his County and the Sher
iff of Wilkinson County in the district of Adams and Territory aforesaid
do Summon ten good and lawful men of his County according to the
directions of the act of the General Assembly in such case made and pro
vided to be and appear before the Judges of the Territory aforesaid at a
Superior Court of Law to be holden at Natchez in and for the district
of Adams on the third monday in November in the year of Our Lord One
thousand Eight hundred and three by whom and so forth. who neither
and so forth to recognize and so forth because as well and so forth the
same day is given to the parties aforesaid there and so forth. At which
day before the Judges of the Territory aforesaid at the Court aforesaid
there and there hild came as well the said Robert Cotton as the said Enoch
Drake by their Attornies aforesaid And the Jurors of which mention is
above made being called certain of them came to wit Thomas Love
lace, Robert Chrisbrey, Israel Smith Anthony Haggard Nathan Swaze
Daniel Whitaker. John Bradley Joseph Blakemore Nathaniel Tomlin
son. Reuben Brasfield, James Scurlock and Ezekiel Deason who being
empannelled chosen tried and sworn to speak the truth upon the matters
above contained. Say upon their Oaths that the within mentioned writing
obligatory is the act and deed of the said Enoch Drake as the said Robert
Cotton hath within alleged. And also that the said Enoch Drake did not pay
to the said Robert Cotton the within mentioned sum of four hundred dollars
mentioned in said writing obligatory, or the legal interest due thereon in man
ner and form as the said Enoch Drake above in pleading alleged. and that
they find for the said Robert Cotton the debt civil clear above mentioned to

&c.

[illegible] charged on the payment of three hundred and eighty [illegible] and twenty four cents, besides his costs and charges by him about [illegible] in that behalf expended. Therefore it is considered that the said Nicholas Coulson do recover against the said Enoch Drake the said sum of three hundred and eighty two dollars and twenty four cents for his said costs and charges by him in this behalf expended and the said Enoch Drake in mercy &c. [illegible]

At a Court of Pleas for Adams County Mississippi Territory begun and held at the Court House in Natchez in and for the District of Adams on the third monday in November the year of Our Lord One thousand eight hundred and three

Present the Honorable Peter Bryan Bruin and Thos Hutchins Esquires Judges &c

Be it remembered that before the Justices of the Superior Court of Law held at Natchez in and for the district of Adams aforesaid on the third Monday in June in the year of our Lord One thousand eight hundred and three David Craig by James Dunlop his Attorney brought into the Court aforesaid then sitting by the Writ aforesaid against Patrick Connelly in the custody of the Sheriff of the said County in the district aforesaid in a plea of trespass on the case and thereupon the said David Craig by his Attorney complains that whereas on the sixteenth day of April in the year of our Lord 1802 at Natchez in said district the said Patrick Connelly made his certain Note in writing called a promissory note subscribed with the proper hand and name of the said Patrick Connelly bearing date the same day and year last aforesaid and the same note so subscribed then and there bore the same day and year last above mentioned at Natchez aforesaid in said District delivered to one Samuel Mott by which said note the said Connelly promised to pay the said Samuel Mott or Order the sum of two hundred and seventeen dollars and four bitts on demand for Value in the same note mentioned to be received and the said Mott to whom or to whose Order the payment of said Sum of money in the same note contained was aforesaid to be made afterwards and before the payment of the money in the said note contained to wit on the 20th day of April in the same year at Natchez in the district aforesaid by a certain endorsement in writing subscribed with the proper hand of the same Samuel

Nell and indorsed on the same note, and by that endorsement did assign the afores
now and did order the Counties thereof to be paid to the said David Gray fo
value of which said endorsement the said Connelly had notice before the
day of 1802. by reason of which said premises and by force of the Statute
such Case made and provided the aforesaid Connelly became liable to pay
to the said David Gray the said Sum of two hundred and Seventeen dolla
and four bits in the said note contained. according to the tenor of the sa
note. and the said endorsement thereon made as aforesaid. and being so cha
gable the said Connelly afterwards toward the aforesaid 20th day of April 1802
at Natchez aforesaid in said District. under took and then and there faith
fully promised the said Gray to pay unto the said Sum of two hundred an
Seventeen dollars and four bits according to the tenor and effect of said note
Nevertheless the said Connelly not regarding his said promises and assumpti
yet hath not paid the said Gray the said Sum of two hundred and Seventee
dollars and four bits according to the tenor of the same note. tho often
required. unto the same to the said Gray to pay hath refused and still
doth refuse to the damage of the said Gray four hundred dollars. there
fore he brings Suit &c.

And the said Patrick Connelly by James Wallace his Attorney Comes and
defends the wrong and injury when &c. and says that he did not promise
and undertake in manner and form as the said David Gray hath above
declared against him and of this he puts himself upon the Country &c.
And the Plaintiff doth the like.

Afterwards to wit is Commanded that the Sheriff of Adams County in the
District of Adams and Territory aforesaid do Summon thirty good and
lawful men of his County. and the Sheriff of Wilkinson County in
the District of Adams and Territory aforesaid do Summon ten good and
lawful men of his County. According to the directions of the Act of the Gene
ral Assembly in Such Case made and provided to be and appear before
the Judges of the Territory aforesaid at the Court aforesaid to be holden
at Natchez in and for the district of Adams on the third monday
in November in the year of Our Lord one thousand Eight hundred and
three. by whom and so forth who neither and so forth to recognize and so
forth. because as to wit and so forth. The same day is given to the parties afore
said there and so forth. — At which day before the Judges of the Territory
aforesaid at the Court aforesaid there and then came as well the said
David Gray as the said Patrick Connelly by their Attorneys aforesaid. And
the Jurors of which men tion is above made being called certain of them
came to wit. Thomas Lovelace Robert Ellis Israel Smith Anthony Hoy
gate Nathan Sweazye Daniel Whitaker John Bradley Joseph Declaremond
Nathaniel Tomlinson Reuben Brasfield James Scurlock and Ezekiel Dunn
who being empannelled chosen tried and Sworn to Speak the truth
on the Matter within Contained Say upon their Oaths that the said Pa
trick Connelly did promise and undertake in manner and form as the
said David Gray hath above thereof Complained against. And do assess
the damages of the said David Gray on Occasion of the premises besides
his Costs and Charges by him about his Suit in that behalf expended to
two hundred and Seventeen dollars and fifty cents. Therefore it is consi
dered by the Court here that the said David Gray do recover against
the said Patrick Connelly his said damages by the Jurors aforesaid in
form aforesaid assessed. and also fourteen dollars and Seventy five cents

for his Said Costs and Charges by him expended in and about prosecuting his Said Suit in this behalf by the Said Court now here adjudged to the Said David Gray with his assent which Said damages Costs and Charges amount in the whole to two hundred and thirty two dollars and twenty five cents. And the Said Patrick formerly in many

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Henry Turner vs Ebenezer Rees

Be it remembered that heretofore to wit at a Supreme Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three Henry Turner by Edward Turner his Attorney brought into the Court aforesaid his Bill against Ebenezer Rees in Custody of the Sheriff of Adams County in the District of Adams &a plea of Debt. And there are pledges for prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit Adams District ss. June Term 1803. Henry Turner by E Turner his Attorney Complains of Ebenezer Rees and prays that he may be taken into Custody &c to answer him the said Henry of a plea that he the said Ebenezer render unto him Eleven hundred dollars which to him he owes and from him unjustly detains for that whereas the Said Ebenezer on the thirty first day of December in the year of our Lord One thousand Eight hundred and One at Natchez in the County of Adams and District aforesaid by his certain writing obligatory Sealed with his Seal and to the Court now here shewn the date whereof is the same day and year last aforesaid Acknowledged himself to be held and firmly bound and obliged to the said Henry in the said full and just Sum of Eleven hundred dollars to be paid to the said Henry on or before the first day of December then next ensuing Nevertheless the said Ebenezer altho often required the said Sum of money nor any part thereof to the said Henry on or before the said first day of December did not pay nor hath he paid the same to the said Henry Sure that time, but the same to him to pay hitherto hath refused and still doth refuse to the damage of the said Henry One thousand dollars and therefore he Sues &c And the said Ebenezer by Abner L Duncan his Attorney Comes and defends the wrong and injury when &c and Says that the said Henry ought not to have or maintain his said Action against him, because he Says that before the bringing of the within Action he did fully pay and Satisfy the said Henry for the Debt with all legal interest accruing on the within mentioned writing Obligatory. And therefore he prays Judgment if the said Plaintiff ought to have or maintain his said Action against him. And the said Henry replying saith that for any thing by the said Defendant above pleaded he ought ought not to be barred from having and maintaining his said Action

against him. because he saith that said Ebenezer did not fully pay and satisfy the said Henry for the debt afores aid in the writing obligatory afores aid mentioned and of this he putteth himself upon the Country. And the Defend ant likewise

And now at this day Come at a Superior Court of Law Continued and held at Natchez in and for the district of Adams on the day and year first above written. Came as well the said Henry Turner as the said Ebenezer Rees by their Respective Attornies afores aid. And the said Ebenezer Rees rejoining the plea by him above pleaded. and Says that he cannot deny the action of the said Henry Turner, nor but that he owes to the said Henry Turner the amount of condition of said Specialty with all legal interest due thereon. The said Henry Turner allows all equitable defalcations to be Audited by Samuel Nelson Esquire. with Stay of Execution tell the first day of January. then next. Therefore it is considered that the said Henry Turner do recover against the said Ebenezer Rees. his said debt in manner and form afores aid confessed to wit the Sum of two hundred and nine dollars and six cents. And also twenty dollars and twelve cents for his costs and charges by him about his suit in this behalf expended by the said Court now here adjudged to the said Henry Turner with his assent. which said debt costs and charges amount in the whole to two hundred and twenty nine dollars and eighteen cents. And the said Ebenezer Rees in mercy and to forthwith

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Peter Walker vs Ebenezer Rees

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord one thousand eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law Continued and held at Natchez in and for district of Adams aforesaid on the third monday in June in the year of Our Lord one thousand eight hundred and three Peter Walker by Lyman Harding his Attorney brought into the Court aforesaid his bill against Ebenezer Rees in Custody of the Sheriff of Adams County in the District of Adams aforesaid of a plea of debt. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill is filed in these words to wit. Adams District S. Superior Court of Law June Term 1803 Peter Walker Complains of Ebenezer Rees in Custody &c of a plea that he render to him the Sum of three hundred and fifty dollars which to him he justly owes and from him unjustly detains. For that whereas the said Ebenezer on the twenty second day of June in the year of Our Lord one thousand eight hundred and one at the district of Adams aforesaid by his certain writing Obligatory Sealed with his Seal and to the Court here Shewn the date whereof is the same day and year last mentioned promised to pay to the said Peter Walker by the name of the Peter Walker or Order on or before the first day of January then next ensuing the date of the said writing Obligatory the Sum of three hundred and fifty dollars for Value received. Yet the said Ebenezer Rees although often required has not paid to the said Peter Walker the aforesaid Sum of three hundred and fifty dollars or any part thereof but hath hitherto wholly refused and still doth refuse to pay the same to the said Peter Walker to his damage four hundred dollars and therefore he brings his Suit &c.

And the said Ebenezer Rees by Abner L Duncan his Attorney comes and defends the wrong and injury when &c and prays over of the writing obligatory aforesaid in said

said declaration mentioned. And now at this day Court at a Superior Court of Law holden at Natchez in and for the district of Adams on the day and year first above written. Came as well the said Peter Walker as the said Ebenezer Ruse by their respective Attornies aforesaid and the said Ebenezer Says that he cannot deny the action of the said Peter Walker nor but that the said writing Obligatory is the deed of him the said Ebenezer Ruse. Nor but that he owes to the said Peter Walker three hundred and ninety one dollars above demanded in manner and form as the said Peter Walker hath above thereof Complained against him. (Subject to any defalcations that may be made by James Ferrall Esq. and returned into office before the first day of January next to which time Execution is Stayed) Therefore it is Considered that the said Peter Walker do recover against the said Ebenezer Ruse his said Debt in manner and form aforesaid Confessed. And also four teen dollars and fifty Cents for his Costs and Charges by him about his Suit in this behalf expended by the said Court now here adjudged to the said Peter Walker with his Assent. And the said Ebenezer Ruse in Mercy &c

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The United States vs Alexander Sutton & Jonathan Davis.

Plea before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and over the Mississippi Territory as a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord one thousand eight hundred and three—

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid on the third monday in June in the year of Our Lord one thousand eight hundred and three The United States of America by James Semple their Attorney brought into the Court of the said District their bill against Alexander Sutton and Jonathan Davis in a plea of debt. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Mississippi Territory. Adams District ss. Superior Court June Term 1803. Alexander Sutton and Jonathan Davis are summoned to answer the United States of America of a plea that they render the sum of two hundred and twenty seven dollars thirty seven cents and a half which they owe to and detain from the said United States. For this that whereas the said Alexander and Jonathan in said District on the thirteenth day of March in the twenty sixth year of the Independence of the United States, and in the year of Our Lord 1802. by their certain writing obligatory sealed with their seals, and to the Court here shown the date whereof is the same day and year aforesaid acknowledged themselves to be held and firmly bound jointly and severally to the said United States in the sum of one hundred and eighteen dollars Eighteen and three fourth cents for the payment of said two hundred and twenty six dollars thirty seven and a half cents to be paid to the said United States when thereto afterwards they should be required And whereas also the said Alexander Sutton and Jonathan Davis afterwards to wit on the same day and year at the district aforesaid

by their certain other writing Obligatory Remaining Sealed with their Seals and to the Court here Shewn the date whereof is the same day and year; acknowledged themselves to be held and firmly bound unto the said United States in the sum of one hundred and thirteen dollars Eighteen Cents and three fourths of a cent Residue of said two hundred and twenty six dollars thirty seven and a half cents to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said Alexander Fulton and Jonathan Davis tho often required have not paid to the said United States the aforesaid two hundred and twenty six dollars and thirty seven and a half cents; but the same to the United States hitherto have refused and still do refuse to the damage of said United States sixty dollars. Therefore said United States bring this suit

And now at this day to wit the day and year first above to wit at a Superior Court of Law holden at Natchez in and for the district of Adams came the said parties by their Attorneys aforesaid and the said Alexander Fulton and Jonathan say thus they cannot deny the action of the said United States nor but thus the said writing Obligatory is the Deed of them the said Alexander Fulton and Jonathan Davis; nor but thus they owe to the said United States the said sum of two hundred and twenty six dollars and thirty seven and a half Cents above demanded in manner and form as the said United States by their said Attorney have complained against them. Therefore it is considered that the said United States do recover against the said Alexander Fulton and Jonathan Davis the debt aforesaid in form aforesaid confessed and also fourteen dollars and seventy five Cents for their Costs and charges by the said United States expended in and about their Suit in this behalf by the said Court now here adjudged to the said United States with their assent which said debt Costs and Charges amounts in the whole to two hundred and forty one dollars and twelve and a half Cents. And the said Alexander Fulton and Jonathan Davis in mercy &c.

The United States by Robert Moore and Samuel Seaton

Pleas before the Honorable Peter Bryan Bruin and David Ferr Esquires Judges and Over the Mississippi Territory at a Superior Court of Law holden at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord one thousand Eight hundred and three Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord one thousand Eight hundred and three the United States of America by James Dunlop their Attorney brought into the Court aforesaid their bill against Robert Moore and Samuel Seaton in Custody of the Sheriff of Adams County in the district of Adams aforesaid of a plea of Debt. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Mississippi Territory Adams district to wit Superior Court sitting Term 1803. Robert Moore and Samuel Seaton are summoned to answer the United States of America of a plea that they render the sum of ten hundred and eighty three dollars and ten cents and a half which they owe to and detain from the said United States, for this, that whereas the said Robert Moore and Samuel Seton at the said District on the twenty eighth day of June in the twenty sixth year of the Independence of the United States and in the year of Our Lord 1802. by their certain writing obligatory Sealed with their Seals and to the Court here Shewn, the date whereof is the same day and year. acknowledged themselves to be held and firmly bound jointly and severally to the said United States in the sum of seven hundred and twenty two dollars and seven cents parcel of said ten hundred and eighty three dollars and ten cents and a half to be paid to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and Samuel Seton afterwards to wit on the same day and

year at the district aforesaid by their certain other writing obligatory herewith sealed with their seals and to the court here shewn the date whereof is the same day and year. acknowledged themselves to be held and firmly bound unto the said United States in the sum of three hundred and sixty one dollars three and a half cents residue of said two hundred and eighty three dollars and ten cents and a half to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said Samuel Moore and Robert Seton the often required have not paid to the said United States the aforesaid ten hundred and eighty three dollars ten and a half cents but the same to the United States to pay have refused and still do refuse to the damage of the said United States one hundred dollars therefore said United States bring this suit &c. And the said Robert Moore and Samuel Seton by Seth Lewis their Attorney come and defend the wrong and injury when &c. and pray oyer of the writ in this cause and also of the writing obligatory in the declaration above mentioned.

And now at this day, to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the day and year first above mentioned. Came as well the said United States as the said Robert Moore and Samuel Seton by their Attornies aforesaid and the said Robert Moore and Samuel Seton say that they cannot deny the action of the said United States, nor but that the said writing obligatory is the deed of them the said Robert Moore and Samuel Seton nor but that they owe to the said United States the sum of five hundred and forty one dollars fifty five and a fourth cents in the condition of the said writing obligatory contained in manner and form as the said United States in their said Attorneys above complaint against them. Therefore it is considered that the said United States do recover against the said Robert Moore and Samuel Seton the said five hundred and forty one dollars fifty five and a fourth cents in form aforesaid confessed and also four dollars and eighty cents for their costs and charges by the said United States in and about their suit in that behalf expended by the said Court now here adjudged to the said United States with their assent which said debt costs and charges amount in the whole to five hundred and fifty two dollars thirty five and a fourth cents. And the said Robert Moore and Samuel Seton in mercy and &c. Finis

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The United States vs Robert Moore & A L Duncan

Pleas before the Honorable Peter Bryan Bruin and David Ker Esqrs Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year of Our Lord one thousand eight hundred & three

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid on the third monday in June in the year of Our Lord One thousand eight hundred and three. The United States of America by James Dunlop their Attorney brought into the Court aforesaid their Bill against Robert Moore and Abner L Duncan in custody of the Sheriff of Adams County in the district of Adams aforesaid of a plea of debt

and there are pleages of prosecution towit John Doe and Richard Roe which said writ follows in these words towit- Mississippi Territory Adams district ss. Superior Court June Term 1803. Robert Moore and Abner L Duncan are summoned to answer the United States of America of a plea that they render the sum of three hundred and nineteen dollars and twenty cents which they owe to and unjustly detain from the United States. For this that whereas the said Robert Moore and Abner L Duncan on said District on the twenty third day of December in the twenty sixth year of the Independence of the said United States and in the year of Our Lord Eighteen hundred and one, by their certain writings obligatory sealed with their seals and to the Court here shewn the date whereof is the same day and year. Acknowledged themselves to be held and firmly bound jointly and severally to the said United States in the sum of one hundred fifty nine dollars and sixty cents parcel of said three hundred and nineteen dollars and twenty cents to be paid to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and Abner L Duncan afterwards to wit the same day and year at the district aforesaid by their certain other writing obligatory sealed with their seals. and to the Court here shewn the date whereof is the same day and year acknowledged themselves to be held and firmly bound jointly and severally to the said United States in twenty nine dollars eighty cents other part of the said three hundred and nineteen dollars twenty cents to be paid likewise to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and Abner L. Duncan afterwards towit the same day and year at the district aforesaid by their certain other writing obligatory likewise sealed with their seals and to the Court here shewn the date whereof is the same day and year acknowledged themselves to be held and firmly bound unto the said United States in the sum of seventy nine dollars eighty cents residue of said three hundred and nineteen dollars twenty cents to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said Robert Moore and Abner L Duncan though often required have not paid to the said United States the aforesaid three hundred and nineteen dollars and twenty cents but the same to the United States to pay have refused and still do refuse to the damage of the said United States sixty dollars. Therefore the said United States bring this Suit &c.

And now at this day towit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid on the day and year first above written came as well the said United States as the said Robert Moore and Abner L Duncan by their Attorneys. And the said Robert Moore and Abner L Duncan say that they cannot deny the action of the said United States. nor but that the several writings obligatory aforesaid in the declaration aforesaid mentioned are the deed of them the said Robert Moore and Abner L Duncan. nor but that they owe to the said United States the sum of one hundred and fifty nine dollars and sixty cents in the condition to the said writings obligatory mentioned in manner and form as the said United States by their said Attorney have above complained against them: Therefore it is considered by the Court here that the said United States do recover against the said Robert Moore and Abner L Duncan the said one hundred and fifty nine dollars and sixty cents in form aforesaid confessed and also fifteen dollars for the costs and charges of the said United States in and about their suit in that behalf expended. which said debt costs and charges by the said Court now here adjudged to the said United States with their Apent. amount in the whole to one hundred and twenty four dollars and sixty cents And the said Robert Moore and Abner L Duncan in mercy &c.

The United States vs Robert Moore & Abner L Duncan.

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of our Lord one thousand eight hundred and three.

Be it remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year

of our Lord one thousand eight hundred and three the United States of America by James Dunlop their Attorney brought into the Court aforesaid their Bill against Robert Moore and Abner L Duncan in Custody of the Sheriff of Adams County in the District aforesaid of a plea of debt and there are pledges of prosecution towit John Doe and Richard Roe which said bill follows in these words to wit Mississippi Territory Adams District ss. Superior Court June Term 1803. Robert Moore and Abner L Duncan are summoned to answer the United States of America in a plea that they render the Sum of six hundred and forty two dollars and eighty Cents which they owe to and detain from the said United States for this that whereas the said Robert Moore and Abner L Duncan in said district on the thirteenth day of December in the twenty sixth year of the Independence of the said United States and in the year of Our Lord one thousand eight hundred and one by their certain writing Obligatory Sealed with their Seals and to the Court here Shewn the date whereof is the same day and year acknowledged themselves to be held and firmly bound Jointly and severally to the said United States in the Sum of three hundred and twenty one dollars and forty Cents. parcel of said six hundred and forty two dollars and eighty Cents. to be paid to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and Abner L Duncan afterwards towit the same day and year at the district aforesaid by their certain other writing obligatory sealed with their Seals and to the Court now here Shewn, the date whereof is the same day and year. acknowledged themselves to be held and firmly bound Jointly and severally to the said United States in the Sum of one hundred and sixty dollars and Seventy Cents other part of said six hundred and forty two dollars and eighty Cents to be paid likewise to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and Abner L Duncan afterwards towit the same day and year at the district aforesaid by their certain other writing obligatory likewise sealed with their Seals and to the Court here Shewn the date whereof is the same day and year. acknowledged themselves to be held and firmly bound unto the said United States in the Sum of one hundred And sixty dollars and Seventy Cents residue of said six hundred and forty two dollars and eighty Cents to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said Robert Moore and Abner L Duncan the often required have not paid to the said United States the aforesaid Sum of six hundred and forty two dollars and eighty Cents but the same to the United States to pay have refused and still do refuse to the damage of the said United States Sixty dollars. Therefore the said United States brings this Suit &c

And now at this day towit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid. on the day and year first above written. Came as well the said United States by their Attorney aforesaid as the said Robert Moore and Abner L Duncan and the said Robert Moore and Abner L Duncan say that they cannot deny the action of the said United States nor but that the said writings obligatory in the said declaration of the said

United States mentioned as the dues of them the said Robert Moore and Abner L Duncan
Nor Less that they owe to the said United States the sum of three hundred and two
ty one dollars and forty Cents in the Conditions to the said writings obligatory
mentioned and Contained in manner and form as the said United States have
above thereof Complained against them. Therefore it is Considered by the Court
here that the said United States do recover against the said Robert Moore
and Abner L Duncan the said three hundred and twenty one dollars and
forty Cents in manner and form aforesaid Confessed. and also ten dollars
and fifty Cents for the Costs and Charges of the said United States in and
about their suit in their behalf expended by the said Court now here adjudged
to the said United States with their assent which said Costs and Charges
Amount in the whole to three hundred and thirty seven dollars and nine
ty Cents And the said Robert Moore and Abner L Duncan in Mercy &c

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The United States vs Abyah Hunt & James Andrews

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges
in and over the Mississippi Territory. at a Superior Court of Law held at
Natchez in and for the district of Adams on the third monday in
November in the year of our Lord One thousand Eight hundred and three

Be it remembered that heretofore towit at a Superior Court of Law held at Natchez
in and for the district of Adams on the third monday in June in the
year of Our Lord one thousand Eight hundred and three. The United States
of America by James Dunlop their Attorney brought into the Court aforesaid
their Bill against Abyah Hunt and James Andrews in Custody of the Sher
iff of Adams County in the district of Adams of a plea of debt. and there are
pledges of prosecution towit John Doe And Richard Roe. which said bill follows
in these words towit. Mississippi Territory Adams District ss. Superior Court
June Term 1803. Abyah Hunt and James Andrews are Summoned to answer
The United States of America of a plea that they render the sum of nine
nine hundred and fifty one dollars and forty Cents which they owe to and
detain from the said United States. for this that whereas the said Abyah
Hunt and James Andrews, on the first day of September in the twenty
sixth year of the Independence of the said United States, and in the year
of Our Lord 1801. by their certain writing obligatory Sealed with their Seals
and to the Court here Shewn. the date whereof is the same day and year
Acknowledged themselves to be held and firmly bound Jointly and Severally
unto the said United States in the sum of four hundred and Seventy five
dollars and Seventy Cents. to be paid to the said United States when thereto
afterwards they should be required. And whereas also the said Abyah Hunt and
James Andrews, afterwards towit the same day and year at the district a-
foresaid, by their certain other writing obligatory Sealed with their Seals and to
the Court here Shewn the date whereof is the same day and year, acknowledged
themselves to be held and firmly bound Jointly and Severally to the said Uni
ted States in two hundred and thirty Seven dollars and Eighty two Cents, other
part of said nine hundred and fifty one dollars and forty Cents to be paid
likewise to the said United States when thereto afterwards they should be required.
And whereas also the said Abyah and James afterwards towit the same day
and year at the district aforesaid by their certain other writing obligatory
likewise Sealed with their Seals and to the Court here Shewn, the date
whereof is the same day and year. acknowledged themselves to be held and

formly bound unto the said United States in the Sum of Two hundred and thirty Seven dollars and Eighty five Cents residue of said nine hundred and fifty one dollars and forty Cents to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said Abyah Hunt and James Andrew thought of the required have not paid to the said United States the aforesaid Sum of nine hundred and fifty one dollars and forty Cents. but the same to the said United States to pay have refused and still do refuse to the damage of said United States fifty dollars. Therefore said United States bring this Suit &c

And now at this day Come at a Superior Court of Law held at Statesbury in and for the district of Adams aforesaid on the day and year first above written Came as well the said United States by their said Attorney as the said Abyah Hunt in their proper person. And the said Abyah Hunt and James Andrew say that they cannot deny the Action of the said United States, nor but that the said several Sentences Obligatory in the said declaration of the said United are the deed of them the said Abyah Hunt and James Andrew nor but that they owe to the said United States the Sum of four hundred and Seventy five dollars and Seventy Cents. being the Sum specified in the Several Conditions of said Sentences Obligatory aforesaid in manner and form as the said United States have above thereof Complained against him. Therefore it is considered by the Court that the said United States do recover against the said Abyah Hunt and James Andrew the said four hundred and Seventy five dollars and Seventy Cents in form aforesaid confessed. And also fifteen dollars for their Costs and Charges by the said United States expended in and about their Suit in that behalf expended, by the said Court now here adjudged to the said United States with their assent which said Debt Costs and Charges amount in the whole to four hundred and Eighty dollars and Seventy Cents And the said Abyah Hunt and James Andrew in mercy &c

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The United States vs. Abyah Hunt and James Andrew

Be it remembered that heretofore to wit at a Superior Court of Laws held at Statesbury in the district of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and three The United States of America by James Lanthorn their Attorney brought into the Court aforesaid their Bill against Abyah Hunt and James Andrew in Custody of the Sheriff of Adams County in the district of Adams aforesaid of a plea of debt and their are filed Writs of Prosecution Court John Doe and Richard Roe. which said Writs follows in these words Court — The President Directors and Company of the Superior Court Juno Term 1803. Abyah Hunt and James Andrew are summoned to answer the United States of America of a plea that they render the Sum of three hundred dollars which they owe to and detain from the said United States for this that whereas the said Abyah Hunt and James Andrew on the thirteenth day of May in the twenty fifth year of the Independence of the said United States and in the year of our Lord One thousand Eight hundred and one. at the district aforesaid by their

certain writing obligatory Sealed with their Seals and to the Court here Shewn the date where of is the same day and year aforesaid acknowledged themselves to be held and firmly bound Jointly and severally to the said United States in the Sum of three hundred dollars to be paid to the said United States when there to afterwards they should be required. Never the less the said Abijah Hunt and James Andrews the often required have not paid to the said United States the aforesaid three hundred dollars but the same to the United States to pay have refused and still do refuse to the damage of said United States sixty dollars Therefore said United States bring this Suit &c.

And now at this day Come at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written Came as well the said United States by their Attorney aforesaid and the said Abijah Hunt and James Andrews in their proper persons, and the said Abijah Hunt and James Andrews say that they cannot deny the action of the said United States, nor but that the writing obligatory aforesaid in the declaration of the said United States is their deed of them the said Abijah Hunt and James Andrews. nor but that they owe to the said United States the sum of One hundred and fifty two dollars and twenty Eight Cents in the Condition to the said writing obligatory mentioned and ordained in manner and form as the said United States have above thereof Complained against them. Therefore it is Considered that the said United States do recover against the said Abijah Hunt and James Andrews the said one hundred and fifty two dollars and twenty Eight cents in form aforesaid Confessed. And also fifteen dollars for their Costs and charges by the said United States in and about this Suit in that behalf expended by the said Court now here to the said United States adjudged both their assent which said debt Costs and charges Amount in the whole to one hundred and Sixty seven dollars and twenty Eight Cents And the said Abijah Hunt and James Andrews in mercy &c

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The United States vs Abijah Hunt & Andrew McCleary

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three The United States of America by James Dunlop their Attorney brought into the Court here their Bill against Abijah Hunt and Andrew McCleary prisoners &c by virtue of the Sheriff of Adams County in the District of Adams aforesaid upon a plea of Debt and their are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit Mississippi Territory Adams district to wit Superior Court June Term 1803. Abijah Hunt and Andrew McCleary are Summoned to answer the United States of America upon a plea that they render the Sum of Eight hundred and Sixty four dollars which they owe to and detain from the said United States for this, that whereas the said Abijah Hunt and Andrew McCleary on the fifth day of July in the Twenty Seventh year of the Independance of the said United States and in the year of Our Lord 1802. at the district aforesaid by their certain writing obligatory Sealed with their Seals and to the Court here Shewn the date where of is the same day and year aforesaid acknowledged themselves to be held and firmly bound Jointly and severally to the said United States in the Sum of Eight hundred and Sixty four dollars to be paid to the said United States when there to afterwards they should be required. Nevertheless the said Abijah Hunt and Andrew McCleary the often required have not paid to the said United States the said

Eight hundred and Sixty four dollars, but the same to the said United States to pay have refused and still do refuse to the damage of the said United States Sixty dollars. Therefore the said United States bring this Suit &c.

And now at this day to wit the day and year first above written at a Superior Court of Law held at Natchez in and for the District of Adams came as well the said United States as the said Abijah Hunt & Andrew McCleary. And the said Abijah Hunt and Andrew McCleary say that they cannot deny the action of the said United States, nor but that the writing Obligatory in the said declaration of the said United States mentioned is the deed of them the said Abijah Hunt and Andrew McCleary, nor but that they owe to the said United States the sum of four hundred and thirty two dollars in the condition of the said writing obligatory mentioned and Conclusion in manner and form as the said United States by their said Attorney have complained against them. Therefore it is considered that the said United States do recover against the said Abijah Hunt and Andrew McCleary, the said four hundred and thirty two dollars in form aforesaid Confessed. And also fifteen dollars for the Costs and Charges of the said United States in and about their suit in that behalf expended by the said Court now here adjudged to the said United States with their assent. Which said debt Costs and Charges amount in the whole to four hundred and forty seven dollars. And the said Abijah Hunt and Andrew McCleary in mercy &c.

The United States vs William Brooks & Hammilton Seaton

Pleas before The Honorable Peter Bryan Bruin and David Fergusen Esquires and other the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of our Lord one thousand Eight hundred and three—

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three the United States of America by James Dunlop their Attorney brought into the Court aforesaid their Bill against William Brooks and Hammilton Seaton in Custody of the Sheriff of Adams County in the district of Adams aforesaid of a plea of Debt. And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit Mississippi Territory Adams District. Superior Court June Term 1803. William Brooks and Hammilton Seaton are Summoned to answer the United States of America of a plea that they render the Sum of two hundred and Eighty nine dollars thirty Seven Cents which they owe to and unjustly detain from the said United States. for this that whereas the said William Brooks and Hammilton Seaton on the twenty fifth day of March in the twenty sixth year of the Independ

of the said United States, and in the year of Our Lord one thousand eight hundred and two, by their certain covenant obligatory sealed with their Seals and to the Court here shewn the date whereof is the same day and year aforesaid acknowledged themselves to be held and firmly bound jointly and severally to the said United States in the sum of one hundred and forty four dollars sixty eight and one half cents parcels of said sum to the said United States when thereto afterwards they should be required. And whereas also the said William Brooks and Hammilton Seton afteresaid on the same day and year at the district aforesaid by their certain other covenant obligatory deed and year acknowledged themselves to be held and firmly bound jointly and severally to the said United States in seventy two dollars thirty four and one fourth cents other part of said two hundred and eighty nine dollars and thirty seven cents to be paid likewise to the said United States when thereto afterwards they should be required. And whereas also the said William and Hammilton aforesaid on the same day and year at the district aforesaid by their certain other covenant obligatory deed with their seals and to the Court here shewn the date whereof is the same day and year acknowledged themselves to be held and firmly bound unto the said United States in the sum of seventy two dollars thirty four and one fourth cents residue of said two hundred and eighty nine dollars thirty seven cents to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said William Brooks and Hammilton Seton though often required have not paid to the said United States the aforesaid sum of two hundred and eighty nine dollars and thirty seven cents, but the same to the United States to pay have refused and still do refuse to the damage of the said United States Sixty dollars therefore the said United States bring this Suit &c—

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written. Came the said United States by their said Attorney and the said William Brooks and J. Hammilton Seton at the solemnly called came not to answer, nor did they say any thing in bar or preclusion of the said action of the said United States, whereby the said United States remain thereon undefended against the said William Brooks and Hammilton Seton— Therefore it is considered that the said United States do recover against the said William Brooks and Hammilton Seton his said debt and also fifteen dollars and fifty cents for their costs and charges by them about their suit in that behalf expended, by the said Court now here adjudged to the said United States both their assent. And the said William Brooks and Hammilton Seton in mercy and so forth—

The United States vs Abijah Hunt & James Andrews.

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esqrs Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord one thousand eight hundred and three—

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid, on the third Mon

Monday in June in the Year of Our Lord One Thousand Eight hundred and three. The United States of America by James Dunlap their Attorney brought into the Court aforesaid their bill against Abijah Hunt and James Andrews in Custody of the Sheriff of Adams County in the district of Adams in a plea of debt And there are pledges of prosecution to wit John Doe and Richard Roe, which said bill Follows in these words to wit Mississippi Territory Adams district ss. Superior Court, June Term 1803. Abijah Hunt and James Andrews are Summoned to answer the United States of America of a plea that they render the Sum of five hundred and fifty dollars and thirty Eight Cents, which they Owe to and detain from the said United States. For this that whereas the said Abijah Hunt and James Andrews on the fourth day of September in the twenty Seventh year of the Independence of the said United States And in the year of Our Lord 1802. at the District aforesaid by their certain writing Obligatory Sealed with their Seals and to the Court here Shewn the date whereof is the same day and Year aforesaid. Acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in the Sum of five hundred and fifty dollars and thirty Eight Cents to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said Abijah Hunt and James Andrews though often required have not paid to the said United States the aforesaid five hundred and fifty dollars & thirty Eight Cents but the same to the United States to pay have refused and still do refuse to the damage of the said United States Sixty dollars Therefore said United States bring this Suit &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid. On the day and Year first above Written came as well the said United States as the said Abijah Hunt and James Andrews in their proper persons. And the said Abijah Hunt and James Andrews say that they cannot deny the Action of the said United States. Nor but that the writing Obligatory aforesaid is the Act and Deed of them the said Abijah Hunt and James Andrews. Nor but that they Owe to the said United States the Sum of two hundred and Seventy five dollars and nineteen Cents in manner and form as the said United States have above thereof Complained Against them. Therefore it is considered by the Court here that the said United States do recover Against the said Abijah Hunt and James Andrews the said two hundred and Seventy five dollars in manner and form aforesaid and also fourteen dollars and Seventy four Cents for the Costs and Charges of the said United States in and about their Suit in this behalf expended by the said Court now here adjudged to the said United States both their Costs and Charges aforesaid which said Debt Costs and Charges amount in the whole to two hundred and Eighty nine dollars and ninety four Cents. And the said Abijah Hunt and James Andrews in Mercy and so forth

The United States Vs Abyah Hunt & James Andrews.

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid. The United States on the third Monday in June in the year of Our Lord One thousand Eight hundred and three by James Dunlop their Attorney brought into the court aforesaid their Bill against Abyah Hunt and James Andrews in the Lody of the Sheriff of Adams County in the District of Adams. of a plea of Debt And there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit: Mississippi Territory, Adams District to: Superior Court June Term 1803. Abyah Hunt and James Andrews are summoned to answer the United States of America of a plea that they render the sum of three hundred and forty Eight dollars and twenty five Cents. which they owe to and detain from the said United States For this that whereas the said Abyah Hunt and James Andrews on the second day of November in the twenty sixth year of the Independence of the said United States. And in the year of Our Lord 1801. at the District aforesaid. by their certain writing Obligatory Sealed with their Seals and to the court here shewn, the date whereof is the same day and year. Acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in the sum of three hundred and forty Eight dollars and twenty five Cents. to be paid to the said United States. which they did afterwards they should be required. Now the said the said Abyah Hunt and James Andrews though often required have not paid to the said United States the aforesaid Sum of three hundred and forty Eight dollars and twenty five Cents. but the same to the United States to pay have refused and still do refuse to the damage of said United States one hundred dollars Therefore said United States bring this Suit.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid On the day and year first above Written. Came as well the said United States as the said Abyah Hunt and James Andrews. by their Attorneys. And the said Abyah Hunt and James Andrews say that they cannot deny the action of the said United States. nor but that the writing Obligatory aforesaid in the aforesaid declaration mentioned is the deed of them the said Abyah Hunt and James Andrews. Nor but that they owe to the said United States the Sum of one hundred and seventy four dollars five too and a half Cents in manner and form as the said United States have above thereof Complained against them. (being the Sum Contained the Condition to the said writing Obligatory aforesaid. Therefore it is Considered by the Court here that the said United States do recover against the said Abyah Hunt and James Andrews the said one hundred and seventy four Dollars five too and a half Cents in form aforesaid Confessed. And also fourteen dollars and seventy five Cents for the Costs and Charges of the said United States. in and about their Suit in that behalf expended. by the said Court now here adjudged to the said United States with that also which said debt Costs and Charges amount in the whole to one hundred and Eighty Eight dollars Sixty seven and one fourth Cents And the said Abyah Hunt and James Andrews in mercy and do forth-

The United States vs Abyah Hunt & James Andrews

Pleas before the Honorable Peter Bryan Bruin and David Harris Esquires Judges in and over the Mississippi Territory at a Superior Court of law held at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of law held at Natchez in and for the District of Adams aforesaid on the third monday in June in the Year of Our Lord One thousand Eight hundred and three The United States of America by James Dunlop their Attorney brought into the Court aforesaid their Bill against Abyah Hunt and James Andrews in Custody of the Sheriff of Adams County in the District of Adams. Of a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit. Mississippi Territory Adams District ss. Superior Court June Term 1803. Abyah Hunt and James Andrews are summoned to answer the United States of America of a plea that they render the sum of ten hundred and forty dollars, which they owe to and detain from the said United States. For this that whereas the said Abyah Hunt and James Andrews on the fourth day of May in the twenty fifth Year of the Independence of the said United States. and in the Year of Our Lord 1801. by their certain writing obligatory Sealed with their Seals. and to the Court here Shewn, the date whereof is the Same day and Year, acknowledged themselves to be held and firmly bound jointly and severally to the said United States in the Sum of five hundred and twenty dollars parcel of said ten hundred and forty dollars to be paid to the said United States when thereto afterwards they Should be required. And whereas also the said Abyah Hunt and James Andrews afterwards to wit the same day and Year at the district aforesaid by their certain other writing Sealed with their Seals, and to the Court here Shewn the date whereof is the same day and Year, acknowledged themselves to be held and firmly bound jointly and Severally to the said United States in two hundred and Sixty dollars Other part of said ten hundred and forty dollars to be paid likewise to the said United States when thereto afterwards they Should be required. And whereas also the said Abyah Hunt and James Andrews afterwards to wit the same day and Year at the District aforesaid by their certain other writing obligatory Sealed with their Seals and to the Court here Shewn, the date whereof is the same day. and Year aforesaid Knowledged themselves to be held and firmly bound unto the said United States in the Sum of two hundred and Sixty dollars residue of said ten hundred and forty dollars to be paid to the said United States when thereto afterwards they Should be required. Nevertheless the said Abyah Hunt and James Andrews the afore required have not paid to the said United States the aforesaid Sum of ten hundred and forty dollars but the same to the United States to pay have refused and still do refuse to the damage of said United States Seven hundred dollars Therefore said United States bring this Suit &c

And the said Abyah Hunt by Lyman Harding his Attorney comes and defends the wrong and injury, and Craves Oyer of the Bill and Writ and Suit in the name of the said United States. and it is read to him in these words. The United States &c. which being read & heard he also Craves Oyer of the writing Obligatory on which &c. which being also read and heard. the said Abyah Hunt prays Judgment of the said writ. and of the declaration filed thereupon and to be answered that

said writ was purchased and sued out and said declaration filed thereupon by James Dunlop Esquire an Attorney of this Court, at the instance and on the retainer of John F. Carmichael Esquire, and the said Abijah Avers that the said James Dunlop is not and was not at the time of suing out said writ and filing said Declaration an Attorney for the said United States or any district thereof or for the Mississippi Territory or any district thereof, and that the said John F. Carmichael is not and was not at the time of suing out said writ, Collector of the Revenue of the United States for the Mississippi District or holding any office under the said United States respecting or in anywise concerning the Revenue thereof. But at the time of suing out the said writ Hore Brown Esqr was and still is Collector of the revenue of the said United States for the district aforesaid, and Abner L. Duncan Esquire then was and still is Attorney General in and for the district of Adams and the Territory aforesaid and said writ ought to have been sued out by said Attorney General at the instance of said Collector, and the said Abijah in fact saith that the said Attorney General did not sue out said writ nor in anywise or at any time thereafter authorize the suing out of the same, neither did the said Collector at any time or in any wise order or direct the suing out or issuing the said writ and this the said Abijah is ready to verify wherefore he prays Judgment of the said writ and declaration thereon that the same may be quashed &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written came as well the said United States as the said Abijah Hunt and James Andrews by their Attorneys aforesaid. And the said Abijah Hunt relinquishing the plea by him above pleaded says that they cannot deny the action of the said United States, nor but that the writing obligatory aforesaid is the act and deed of them the said Abijah Hunt and James Andrews, nor but that they owe to the said United States the sum of five hundred and twenty dollars contained in the conditions to the said several writings obligatory in manner and form as the said United States have above thereof complained against them. Therefore it is considered by the Court here that the said United States do recover against the said Abijah Hunt and James Andrews the said sum of five hundred and twenty dollars in form aforesaid confessed and also fifteen dollars and seventy five cents for the costs and charges of the said United States in and about their suit in that behalf expended by the said Court now here adjudged to the said United States with their assent, which said debt costs and charges amount in the whole to five hundred and thirty five dollars and seventy five cents. And the said Defendants in mercy and so forth

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The United States vs. Abijah Hunt & Andrew McCleary &c.

Pleas before the Honorable Peter Bryan Bruin and David Hay Rowan Judges &c. and over the Mississippi Territory at a Superior Court of Law held at Natchez on and for the District of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three &c.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand eight hundred and three the United States of America by James Dunlop their Attorney brought into the Court aforesaid their Bill against Abijah Hunt and Andrew McCleary in custody of the Sheriff of Adams County in the district of Adams aforesaid of a plea of debt, and there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit. Mississippi Territory Adams District to Superior Court June Term 1803. Abijah Hunt and Andrew McCleary are Summoned to Answer the United States of America of a plea that they render the Sum of two hundred and twenty one dollars thirty two and one half cents which they owe to and detain from the said United States for this

That whereas the said Abyah Hunt and Andrew McCreary on said day on the twenty third day of May in the Year of Our Lord One thousand Eight hundred and two. and in the twenty Sixth year of the Independence of the United States by their certain writing obligatory Sealed with their Seals and to the Court here Shewn the date whereof is the same day and Year Acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in the sum of One hundred and three dollars fifty two and a half Cents parcel of said two hundred and Seventy one dollars thirty two and a half Cents to be paid to the said United States when thereto Afterwards they should be required. And whereas also the said Abyah Hunt and Andrew McCleary afterwards towit the same day and year at the district aforesaid, by their certain other writing obligatory Sealed with there Seals and to the Court here Shewn the date whereof is the same day and Year Acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in Eighty three dollars and ninety Cents other part of said two hundred and Seventy one dollars thirty two and a half Cents to be paid likewise to the said United States when thereto afterwards they Should be required. And whereas also the said Abyah Hunt and Andrew McCleary afterwards towit the same day and year at the district aforesaid by their certain other writing obligatory likewise Sealed with their Seals and to the Court here Shewn the date whereof is the same day and Year acknowledged themselves to be held and firmly bound unto the said United States in the sum of Eighty three dollars ninety Cents residue of said two hundred and Seventy one dollars thirty two and one half Cents. to be paid to the said United States when thereto afterwards they Should be required. Nevertheless the said Abyah Hunt and Andrew McCleary though often required have not paid to the said United States the aforesaid two hundred and Seventy one dollars and thirty two and a half Cents but the same to the United States to pay have refused and still do refuse. to the damage of said United States Sixty dollars Therefore the said United States bring this Suit &c.

And now at this day, to wit the day and Year first above written Came the said United States by their said Attorney and the said Abyah Hunt and Andrew McCleary in their proper persons. at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid And the said Abyah Hunt and Andrew McCleary pray that they Cannot deny the action of the said United States, nor but that the said several writings Obligatory in the aforesaid declaration Contained are the deed of them the said Abyah Hunt and Andrew McCleary. nor but that they owe to the said United States the Sum of one hundred and three dollars and fifty two Cents in the Condition to the said several writings obligatory mentioned and Contained in manner and form as the said United States have above thereof Complained against them. Therefore it is Considered that the said United States do recover against the said Abyah Hunt and Andrew McCleary the said Sum of One hundred and three dollars and fifty two Cents in manner and form aforesaid confessed and also four teen dollars and Seventy five Cents for the Costs and Charges of the said United States in and about their Suit in that behalf expended by the said Court now here adjudged to the said United States with their assent Which said debt Costs and Charges amount in the whole to one hundred and Eighteen dollars and twenty Seven Cents. And the said Abyah Hunts and Andrew McCleary in Mercy and so forth.

The United States vs Abyah Hunt & Robt Mitchell

Was before the Honorable Peter Bryan Bruin and David Ker Esquires Judges &c
and over the Mississippi Territory at a Superior Court of Law held at Natch
ez in and for the District of Adams on the the third Monday in November
in the year of Our Lord One thousand Eight hundred and three —
Be it remembered that here before Court at a Superior Court of Law held at
Natchez in and for the district of Adams on the third Monday in June
in the year of Our Lord one thousand Eight hundred and three the United
States of America by James Dunlop their Attorney prosecutor into the Court
afores aid their Bill against Abyah Hunt and Robert Mitchell in custody
of the Sheriff of Adams County in the District of Adams afores aid of
a plea of debt and there are pledges of prosecution to wit John Doe
and Richard Roe which said bill follows in these words to wit: Mississip
pi Territory Adams District ss. Superior Court June Term 1803. Abyah Hunt
and Robert Mitchell are summoned to answer the United States of America of
a plea that they render the sum of three hundred and ten dollars three cents
and a half, which they owe to and detain from the said United States, for that
whereas the said Abyah Hunt and Robert Mitchell on the thirty first
day of March in the twenty sixth year of the Independence of the said
United States and in the year of Our Lord one thousand eight hundred
and two at the District afores aid by their certain writing obligatory dated
with their Seals and to the Court here shewn the date whereof is the same day
and year, Acknowledged themselves to be held and firmly bound jointly
and severally to the said United States in the sum of three hundred and
ten dollars, three cents and a half, to be paid to the said United States when
thereto afterwards they should be required. Nevertheless the said Abyah
Hunt and Robert Mitchell tho often required have not paid to the said
United States the afores aid three hundred and ten dollars three cents and
a half, but the same to the United States to pay have refused and still
do refuse to the damage of said United States sixty dollars Therefore
said United States bring this suit &c.

And now at this day to wit at a Superior Court of Law held at Natchez
in and for the District of Adams on the day and year first above written
Came as well the said United States by their said Attorney as the said Abyah
Hunt and Robert Mitchell in their proper persons. And the said Abyah
Hunt and Robert Mitchell in their proper persons. And the said Abyah
Hunt and Robert Mitchell say that they cannot deny the action of
the said United States now but that the said writing obligatory in the said
declaration above mentioned is their Deed & that them the said Abyah Hunt
and Robert Mitchell now but that they owe to the said United States the
sum of one hundred and fifty five dollars and one cent, in the condition
to the afores aid writing obligatory mentioned and Conditioned in manner
and form as the said United States have above thereof Complained against
them. Therefore it is considered by the Court that the said United States do
recover against the said Abyah Hunt and Robert Mitchell the said
sum of one hundred and fifty five dollars and one cent in form afores aid
confessed. And also fourteen dollars and seventy five cents for their Costs and
charges in and about their suit in that behalf expended by the said Court
now here adjudged to the said united States with their assent. And the
said Abyah Hunt and Robert Mitchell in mercy and so forth —

The United States vs Abijah Hunt & Robert Mitchell

Pleas before The Honerable Peter Bryan Bruen and David Ker Esqures Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams On the third Monday in November in the Year of Our Lord One thousand Eight hundred & three

Be it remembered that heretofore towit at a Superior Court of Law holden at Natchez in and for the district of Adams on the third Monday in June in the Year of Our Lord One thousand Eight hundred and three the United States of America by James Brown their Attorney brought into the Court aforesaid their bill against Abijah Hunt and Robert Mitchell in Custody of the Sheriff of Adams County of a plea of debt and their damages of prosecution towit John Doe alias Richard Roe which said bill follows in these words towit. Mississippi Territory Adams District ss. Superior Court June Term 1803. Abijah Hunt and Robert Mitchell are Summoned to Answer the United States of America of a plea that they render the Sum of Six hundred twenty dollars and Seven Cents which they owe to and detain from the said United States For this that whereas the said Abijah Hunt and Robert Mitchell on the thirty first day of March in the twenty sixth year of the Independance of the said United States. and in the year of Our Lord One thousand Eight hundred And two at the district aforesaid by their Certain writing obligatory Sealed with their Seals and to the Court here Shewn the date whereof is the same day and year aforesaid acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in the Sum of Six hundred and twenty dollars and Seven Cents to be paid to the said United States when thereto afterwards they Should be required Nevertheless the said Abijah Hunt and Robert Mitchell though often required have not paid to the said United States the aforesaid Sum of Six hundred and twenty dollars and Seven Cents. but the same to the United States to pay have refused and Still do refuse to the damage of said United States to pay have refused and Still do refuse to the damage of said United States Sixty dollars Therefore said United States bring this Suit &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written. came as well the said United States by their said Attorney as the said Abijah Hunt and Robert Mitchell And the said Abijah Hunt and Robert Mitchell in their proper persons Say that they cannot deny the action of the said United States. Nor but that the said writing obligatory is the Deed of them the said Abijah Hunt and Robert Mitchell. Nor but that they owe to the said Abijah Hunt and Robert Mitchell the Sum of three hundred and ten dollars three and a half Cents. in the condition to said writing obligatory mentioned and Contained. in manner and form as the said United States have above their complaint against them. Therefore it is Considered by the Court here that the said United States do recover against the said Abijah Hunt and Robert Mitchell the said last mentioned Sum of three hundred and ten dollars three and a half cents in form aforesaid confessed. And also fourteen dollars and Seventy five

cents for the Costs and charges of the said United States in and about their Suit in which behalf expended, which said debt Costs and Charges amount in the whole to three hundred and twenty four dollars and twenty eight and a half cents and the said Abyah Hunt and Robert Mitchell in mercy, and so forth.—

The United States vs Abyah Hunt.

Pleas before the Honorable Peter Bryan Bruin and Daniel Burr Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the Year of our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord one thousand eight hundred and three The United States of America by James Dunlap their Attorney brought into the Court aforesaid their bill against Abyah Hunt in Custody of the Sheriff of Adams County in the district of Adams of a plea of debt, and there are pleages of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit Mississippi Territory Adams District ss. Superior Court June Term 1803. Abyah Hunt is Summond to answer the United States of America of a plea that he render the sum of two hundred and thirty four dollars ninety three cents and one half, which he owes to and detains from the said United States for this that whereas the said Abyah Hunt on the twentieth day of September in the twenty Seventh year of the Independence of the said United States and in the year of our Lord one thousand eight hundred and two at the district aforesaid by his certain writing obligatory Sealed with his Seal. and to the Court here shewn the date whereof is the same day and year Acknowledged himself to be held and firmly bound to the said United States in the sum of two hundred and thirty four dollars ninety three cents and one half to be paid to the said United States when thereto afterwards he should be required. Now the said Abyah Hunt altho often requested hath not paid to the said United States the aforesaid two hundred and thirty four dollars Ninety three and one half Cents, but the same to the United States to pay hath refused and still doth refuse. to the damage of said United States Sixty dollars Therefore said United States bring this Suit &c.

And now at this day to wit the day and year first above written Came a Superior Court of Law held at Natchez in and for the district of Adams aforesaid. Came as well the said United States by their said Attorney as the said Abyah Hunt. And the said Abyah Hunt in his proper person says that he cannot deny the Action of the said United States. nor but that the writing obligatory aforesaid is his act and deed nor but that he owes to the said United States the Sum of one hundred and Seventeen dollars forty Six and three fourth Cents. contained and mentioned in the Action to said writing obligatory in manner And form as the said United States have above thereof Complained against him. Therefore it is Considered by the Court here that the said United States do recover against the said Abyah the Sum of one hundred and Seventeen dollars forty Six and three fourth Cents in form aforesaid Confessed. And also fourteen dollars and twenty five Cents for the Costs and charges of the said United States in and about their Suit in this behalf expended. by the said Court now here. Adjudged to the said United States with their assent which said debt Costs and Charges Amount in the whole to one hundred and thirty two dollars twenty one and three fourth Cents And the said Abyah Hunt in mercy &c. and so forth.—

The United States vr. Robert Moore & William Brooks.

Pleas before The Honorable Peter Bryan Bruin and David Ho[illegible] Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the Monday in November in the Year of our Lord One thousand Eight hundred [illegible]

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord One thousand eight hundred and three. The United States of America by James Dunlop their Attorney brought into the Court aforesaid their bill against Robert Moore and William Brooks in Custody of the Sheriff of Adams County in the District of Adams aforesaid of a plea of Debt. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Mississippi Territory Adams district ss. Superior Court June Term 1803. Robert Moore and William Brooks are Summoned to answer the United States of America of a plea that they render the Sum of four hundred and twenty seven dollars and fifty five Cents and a half which they owe to and detain from the said United States. For this that whereas the said Robert Moore and William Brooks in said District on the first day of February in the twenty sixth year of the Independence of the said United States and in the year of Our Lord 1801. by their certain writing Obligatory Sealed with their Seals. and to the Court here Shewn the date whereof is the same day and Year. Acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in the Sum of two hundred and forty four dollars and twenty six Cents, parcel of said four hundred and twenty Seven dollars forty two and a half Cents to be paid to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and William Brooks afterwards to wit the same day and year at the district aforesaid by their certain writing Obligatory Sealed with their Seals and to the Court here Shewn the date whereof is the same day and year Acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in the Sum of one hundred and twenty dollars and forty Cents other part of said four hundred and twenty Seven dollars and forty two Cents and a half to be paid likewise to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and William Brooks afterwards to wit the same day and year at the District aforesaid by their certain writing Obligatory likewise Sealed with their Seals and to the Court here Shewn the date whereof is the same day and year Acknowledged themselves to be held and firmly bound unto the said United States in the Sum of forty one dollars and forty five Cents and a half, residue of said four hundred and twenty Seven dollars forty five Cents and a half to be paid to the said United States when thereto afterwards they should be required. Nevertheless the said Robert Moore and William Brooks though often required have not paid to the said United States the aforesaid four hundred and twenty Seven dollars forty five and a half cents but the same to the United States to pay have refused and still do refuse to the damage of the said United States sixty dollars. Therefore said United States bring this Suit &c. Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three. This Cause was legally Continued

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the year aforesaid came as well the said United States by their said Attorney as the said Robert Moore & William Brooks. And the said Robert Moore and William Brooks in their proper persons say that they cannot deny the action of the said United States. nor but that the said several writings obligatory in the aforesaid declaration of the said United States mentioned are the deed of them the said Robert Moore and William Brooks. nor but that they owe to the said United States the sum of two hundred and forty four dollars twenty Six and a half Cents (being the sum

containing in the Condition to the Writing Obligatory aforesaid in manner and form as the said United States have Above thereof Complained against them. Therefore it is Considered by the Court here that the said United States do recover against the said Robert Moore and William Brooks the said Sum of One hundred and forty four dollars Twenty six and a half Cents in form aforesaid Confessed and also fifteen dollars for the Costs and Charges of the said United States in and about their Suit in that behalf expended. Which said debt Costs and Charges amount in the whole to two hundred and fifty nine dollars twenty six and a half Cents And the said Robert Moore and William Brooks in mercy

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The United States vs. Robert Moore & James Robinson

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three —

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the third monday in June in the year of our Lord One thousand Eight hundred and three The United States of America by James Brown Esq their Attorney brought into the Court aforesaid their bill against Robert Moore and James Robinson being in Custody of the Sheriff of Adams County in the District aforesaid of a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit: Mississippi Territory Adams District Superior Court June Term 1803. Robert Moore and James Robinson are Summoned to answer the United States of America of a plea that they render the Sum of five hundred and Sixteen dollars which they owe to and detain from the said United States for this that whereas the said Robert Moore and James Robinson in said District on the first day of September in the twenty Sixth year of the Independence of the said United States and in the year of our Lord 1801. by their certain writing Obligatory Sealed with their Seals and to the Court here Shewn the date whereof is the same day and year. Acknowledged themselves to be held and firmly bound Jointly and severally to the said United States in the Sum of two hundred and fifty Eight dollars part of said five hundred and Sixteen dollars to be paid to the said United States when thereto afterwards they should be required. And whereas also the said Robert Moore and James Robinson afterwards to wit the same day and year at the district aforesaid by their certain other writing obligatory Sealed with their Seals and to the Court here Shewn the date thereof the same day and year acknowledged themselves to be held and firmly bound Jointly and severally to the said United States in the Sum of one hundred and twenty nine dollars other part of said five hundred and Sixteen dollars to be paid likewise to the said United States when thereto afterwards they should be required. And whereas also the said Robert and James afterwards to wit on the same day and year at the district aforesaid by their certain other writing obligatory likewise Sealed with their Seals and to the Court here Shewn the date thereof is the same day and year. Acknowledged themselves to be held and firmly bound unto the said United States in the Sum of One hundred and twenty nine dollars residue of said five hundred and Sixteen dollars to be paid to the said United States when thereto afterwards they should be required Nevertheless the said Robert Moore and James Robinson though often required have not paid to the said United States the aforesaid Sum of five hundred and Sixteen dollars but the same to the United States to pay have refused and still do refuse to the damage of the said United States Sixteen dollars Therefore said United States bring this Suit &c. And the said Robert by his Attorney Seth Lewis comes and defends the force and injury when &c. and prays oyer of the writ in this Cause and also of the writing obligatory in the declaration of the said Plaintiffs above mentioned — afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the said third monday in June in the year of Our Lord one thousand Eight hundred and three this Cause was legally Continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the day and year first above written. Came as well the said United States as the said Robert Moore and James Robinson by their said Attorneys. and the said Robert

Moore and James Robertson say that they cannot deny the action of the said United States. Nor but that the said several writings obligatory in the said declaration of the said United States above mentioned are their and them the said Robert Moore and James Robenson, nor but that they owe to the said United States the sum of two hundred and fifty eight dollars and twenty cents (being the sum contained in the conditions to the said several writings obligatory) in manner and form as the said United States have above thereof complained against them. Therefore it is considered by the court here that the said United States do recover against the said Robert Moore and James Robertson the said sum of two hundred and fifty eight dollars and twenty cents in form aforesaid confessed also fifteen dollars for the costs and charges of the said United States in and about their suit in that behalf expended, by the said court now here adjudged to the said United States with their assent. Which said debt costs and charges amount in the whole to two hundred and seventy three dollars and twenty cents. And the said Robert Moore and James Robenson in mercy &c.

The United States. vs Robert Moore & Samuel Seaton

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred & three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord One thousand Eight hundred and three The United States of America by James Greenlaf their Attorney brought into the Court aforesaid their Bill against Robert Moore and Samuel Seaton in Custody &c the Sheriff of Adams County in the District of Adams aforesaid of a plea of debt and thereupon are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit Mississippi Territory Adams District. Superior Court June Term 1803. Robert Moore and Samuel Seaton, are Summoned to Answer the United States of America of a plea that they render the Sum of Eight hundred and Seventy Eight fifty One and a half Cents. which they owe to and detain from the said United States, for this that whereas the said Robert Moor and Samuel Seaton on the Second day of June in the twenty sixth year of the Independence of the said United States and in the Year of Our Lord 1802. at the District aforesaid, by their Certain writing obligatory Sealed with their Seals and to the Court here shewn the date whereof is the same day and year Acknowledged themselves to be held and firmly bound Jointly and Severally to the said United States in the Sum of Eight hundred and Seventy Eight dollars thirty one and a half Cents to be paid to the said United States when they to thereunto afterwards they should be required. Notwithstanding the said Robert Moore and Samuel Seaton though often required have not paid to the said United States the aforesaid Eight hundred and Seventy Eight dollars thirty one and a half Cents but the same to the United States to pay have refused and still do refuse to the damage of said United States one hundred dollars Therefore said United States bring this Suit &c. And afterwards to wit at

a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the
said Third Monday in June in the year of Our Lord One thousand Eight hundred and
three This Cause is as legally Continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the
district of Adams for the day and year first above written Came the said United States
by their said Attorney And the said Robert Moore and Samuel Seton in their proper
persons and the said Robert Moore and Samuel Seton say that they cannot deny
the action of the said United States Nor but that the condition obligatory aforesaid
in the said Declaration of the said United States above mentioned is the deed of
the said Robert Moore and Samuel Seton, nor but that they owe to the said United
States the sum of four hundred and thirty nine dollars fifteen cents in the said condition
to said writing obligatory in manner and form as the said United States
have above thereof complained against them: Therefore it is considered by the
Court here that the said United States do recover against the said Robert Moore
and Samuel Seton the said four hundred and thirty nine dollars fifteen
and three fourth Cents in form aforesaid assessed and also fourteen dollars
and eighty cents for the costs and charges of the said United States in and about
out their suit in that behalf expended by the said Court now here adjudged to the
said United States with their assent which said debt costs and charges amount
in the whole to four hundred and fifty three dollars ninety five and three fourth
cents and the said Robert Moore and Samuel Seton in Mercy and so forth

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The United States vs Hammilton Seaton & Henry Turner

Pleas before The Honorable Peter Bryan Bruin and Daniel Tilly Esquires
Judges in and over the Mississippi Territory at a Superior Court of Law
held at Natchez in and for the district of Adams on the third monday
in November in the year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez
in and for the district of Adams on the third monday in June in the year of
our Lord One thousand Eight hundred and three, The United States of America by
James Dunlop their Attorney brought into the Court aforesaid their bill against
Hammilton Seton and Henry Turner in Custody of the Sheriff of Adams County
in the District of Adams aforesaid of a plea of debt and there are pledges of
prosecution to wit John Doe and Richard Roe which said bill follows in these
words to wit: Mississippi Territory Adams District Superior Court June Term 1803.
Hammilton Seton and Henry Turner are Summoned to answer the United States
of America of a plea that they render the sum of five hundred and twenty four
dollars which they owe to and detain from the said United States for this
that whereas the said Hammilton Seton and Henry Turner on said District
on the twentieth day of March in the twenty sixth year of the Independence of the
said United States and in the year of our Lord 1802 by their certain writing obligatory Sealed
with their Seals and to the Court here Shewn the date whereof is the same day and year
acknowledged themselves to be held and firmly bound Jointly and Severally to the said
United States in the sum of Two hundred sixty two dollars and fifty Cents pieces of
said five hundred and twenty five dollars to be paid to the said United States whenever
thereto afterwards they should be required. And whereas also the said Hammilton
Seton and Henry Turner afterwards to wit the same day and year at the District
aforesaid by their certain other writing obligatory Sealed with their Seals and to
the Court here Shewn the date whereof is the same day and year acknowledged
themselves to be held and firmly bound Jointly and Severally to the said United
States in one hundred and thirty one dollars twenty five Cents other parcel of
said five hundred and twenty five dollars to be paid whenever to the said United
States when thereto afterwards they should be required. And whereas also the said
Hammilton Seton and Henry Turner afterwards to wit the same day & year
at the District aforesaid by their certain other writing obligatory likewise
Sealed with their Seals and to the Court here Shewn the date whereof is the
same day and year acknowledged themselves to be held and firmly bound

unto the said United States in the Sum of one hundred and thirty one Dollars and twenty five Cents residue of said five hundred and twenty four dollars to be paid to the said United States when thereto afterwards they shall be required. Nevertheless the said Hammelton Seton and Henry Turner though often required have not paid to the said United States the aforesaid five hundred and twenty four dollars, but the same to the United States to pay have refused and still do refuse to the damage of the said United States One thousand Dollars. Therefore said United States bring this Suit &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the Year of our Lord One thousand Eight hundred and three this Cause was legally Continued. And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the day and year first above written Came as well the said United States by their said Attorney as the said Hammelton Seton and Henry Turner in their proper persons. And the said Hammelton Seton and Henry Turner in their proper persons say that they cannot deny the action of the said United States. Nor but that the said several writings Obligatory in the said declaration of the said United States above mentioned are the deed of them the said Hammelton Seton and Henry Turner. Nor but that they owe to the said United States the Sum of two hundred and sixty two dollars and fifty Cents (being the Sum Contained in the Condetions of said several writings Obligatory above mentioned) in manner and form as the said United States have above thereof Complained Against them. Therefore it is Considered by the Court here that the said United States do recover against the said Hammelton Seton and Henry Turner the said Sum of two hundred and sixty two dollars and fifty Cents in form aforesaid & Cinfesses. and also fourteen dollars and sixty four Cents for the their Costs and charges in and about their Suit in that behalf expended, by the said Court now here adjudged to the said United States with their assent. which said debt Costs and Charges Amounts in the whole to two hundred and seventy seven dollars and fourteen Cents. And the said Hammelton Seton and Henry Turner in mercy &c. &c. forth.—

The United States v. Hammelton Seton & Henry Turner.

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges in and for the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in December in the year of our Lord One thousand Eight hundred & three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord One thousand Eight hundred and three. The United States of America by James Dunlop their Attorney brought in to the Court aforesaid their Bill against Hammilton Seton and Henry Turner in Custody of the Sheriff of Adams County in the District of Adams aforesaid of a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe, which said Bill follows in these words to wit. Mississippi Territory } Adams District } Superior Court June Term 1803. Hammelton Seton & Turner are summoned to answer the United States of America of a plea that they render the Sum of four hundred and ten dollars and seventy three Cents, which they owe to and detain from the said United States. for this that whereas the said Hammelton Seton and Henry Turner on the twenty second day of March in the twenty sixth Year of the Independence of the said United States, and in the Year of our Lord 1802. at the District aforesaid by their certain writing Obligatory Sealed

with their Seals and to the Court here Shewn the date whereof is the same day and year aforesaid
edged themselves to be held and firmly bound Jointly and Severally to the said United States
in the Sum of four hundred and ten dollars Sixty three Cents to be paid to the said
United States when there after as they Should be required. Nevertheless the said Hammelton
Sexton and William Brooks Knight of Plow Required have not paid to the said United States
the aforesaid four hundred and ten dollars Sixty three Cents, but the same to the United
States to pay have refused and still do refuse to the damage of said United States
Eighty dollars. Therefore said United States bring this Suit &c.

Afterwards Court at a Superior Court of Law held at Natchez in and for the
District of Adams aforesaid on the third Monday of June in the year of our Lord
One thousand Eight hundred and three this Cause was Legally Continued.

And now at this day Court at a Superior Court of Law held at Natchez in and
for the District of Adams aforesaid on the day and year first above mentioned
Came as well the said United States by their said Attorney as the said Ham-
mellton Sexton and Henry Turner in their proper persons. And the said Henry
Turner and Hammelton Sexton either for proper Persons say that they cannot deny
the Action of the said United States nor but that the writing obligatory afore
said in the aforesaid declaration of the said United States mentioned is their
Deed of them the said Hammelton Sexton and Henry Turner. not but that
they owe to the said United States the Sum of two hundred and five dollars
thirty Six and a half Cents (being the Sum contained in the Condition to the said
writing obligatory) in manner and form as the said United States have above thereof
complained against them. Therefore it is considered by the Court that the said United
States do recover against the said Hammelton Sexton and Henry Turner the said
Sum of two hundred and five dollars thirty Six and a half Cents in form
aforesaid Confessed. And also Seventeen dollars and four Cents for the Costs
and charges of the said United States in and about their Suit in that behalf
expended by the said Court now here adjudged to the said United States with their
Assent which said debt Costs and charges Amount in the whole to two hundred
and fifty one dollars fifty and one half Cents. And the said Hammelton Sexton
and Henry Turner in mercy and so forth.

The United States vs Robert Moore & Samuel Sexton

Pleas before the Honorable Peter Bryan Bruin and Daniel Kerr Esquires Judges in
and over the Mississippi Territory at a Superior Court of Law held at Natchez
in and for the District of Adams on the third monday in November in the year
of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in
and for the District of Adams on the third monday in June in the year of our Lord One
thousand Eight hundred and three The United States of America by James Brown their
Attorney brought into the Court aforesaid their bill against Robert Moore and Samuel Le
cox in Custody of the Sheriff of Adams County in the District of Adams aforesaid of a plea of debt
and there are pledges of prosecution to wit John Doe and Richard Roe, which said bill
follows in these words to wit Mississippi Territory Adams District to Superior Court
June Term 1803. Robert Moore and Samuel Sexton are summoned to answer the United
States of America of a plea that they render the sum of four hundred and thirty
nine dollars fifteen cents and three fourths which they owe to and detain from the
said United States for this that whereas the said Robert Moore and Samuel Sexton
on the second day of June in the twenty Seventh year of the Independence of the
said United States of America the year of Our Lord 1802. at the District aforesaid by
their Certain writing Obligatory sealed with their Seals and to the Court here
Shewn the date whereof is the same day and year acknowledged themselves
to be held and firmly bound Jointly and Severally to the said United States
in the sum of four hundred and thirty nine dollars fifteen and three fourths

cents to be paid to the said United States when thereto afterwards they shall be required. Nevertheless the said Robert Moore and Samuel Seton though often required have not paid to the said United States the aforesaid four hundred thirty nine dollars fifteen and three fourth cents. but the same to the said United States to pay have refused and still do refuse to the damage of said United States seven thousand dollars. Therefore said United States bring this suit &c.

And the said Robert and Samuel by their Attorney Seth Lewis came and defend the wrong and injury when &c. and pray oyer of the writing obligatory in the declaration above mentioned

Afterwards Court at a Superior Court of Law held at Natchez within and for the District of Adams aforesaid on the third monday in June in the year of Our Lord One thousand Eight hundred and three this Cause was continued

And now at this day Court at a Superior Court of Law held at Natchez in and for the District of Adams on the day and year first above mentioned Came as well the said United States as the said Robert Moore and Samuel Seton by their said Attorneys. And the said Robert Moore and Samuel Seton say that they cannot deny the action of the said United States. But that the said writing obligatory aforesaid in the above declaration of the said United States mentioned is their deed & that the said Robert Moore and Samuel Seton. Not but that they owe to the said United States the sum of two hundred and nineteen dollars fifty seven and a half cents being the sum contained in the Condition to the said writing obligatory in manner and form as the said United States have above thereof complained against them. Therefore it is Considered by the Court that the said United States do recover against the said Robert Moore and Samuel Seton the said sum of two hundred and nineteen dollars fifty seven and a half cents in form aforesaid Confessed. And also thirteen dollars and thirty cents for the costs and Charges of the said United States in and about their suit in that behalf expended & by the said Court now here adjudged to the said United States with their assent which said debt costs and Charges Amount in the whole to two hundred and thirty five dollars eighty seven and a half cents. And the said Robert Moore and Samuel Seton in mercy &c. and so forth &c.

The United States vs David Hunt & Elijah Smith.

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esqrs Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of our Lord One thousand Eight hundred and three.

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three The United States of America by James Brindop their Attorney brought into the Court aforesaid their bill against David Hunt and Elijah Smith in Custody of the Sheriff of Adams County in the District aforesaid of a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe. Which said bill follows in these words to wit Mississippi Territory Adams District ss. Superior Court June Term 1803. David Hunt and Elijah Smith are summoned to Answer the United States of America of a plea that they render the sum of five hundred and thirty five dollars fifty five cents and a half which they owe to and detain from the said United States for this that whereas the said David Hunt and Elijah Smith

on the Sixth day of April in the twenty sixth year of the Independence of the said United States and in the year of Our Lord 1802. at the district aforesaid by their certain writing obligatory sealed with their seals and to the Court here shewn the date whereof is the same day and year acknowledged themselves to be held and firmly bound jointly and severally to the said United States in the sum of five hundred and thirty seven dollars fifty Cents and a half to be paid to the said United States when thereto afterwards they should be required. Now the said David Hunt and Elijah Smith thereupon requires a hearing not heard to the said United States the aforesaid five hundred and thirty seven dollars fifty five Cents and a half but the same to the United States to pay have refused and still do refuse to the damage of said United States sixty dollars. Therefore said United States bring this Suit &c.

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in January the year of Our Lord One thousand eight hundred and three this cause was legally continued.

And now at this day towit at a Superior Court of Law held at Natchez in and for the district of Adams aforesaid on the day and year first above written. Came as well the said United States by their said Attorney as the said David Hunt and Elijah Smith in their proper persons. And the said David Hunt and Elijah Smith in their proper persons say that they cannot deny the action of the said United States nor but that the writing obligatory aforesaid is the Deed of them the said David Hunt and Elijah Smith nor but that they owe to the said United States the sum of Two hundred and Sixty eight dollars twenty seven and a half Cents (the sum contained in the condition to the said writing obligatory in manner and form as the said United States have above thereof complained against them). Therefore it is Considered by the Court here that the said United States do recover against the said David Hunt & Elijah Smith the said sum of two hundred and Sixty eight dollars twenty seven and a half Cents in form aforesaid confessed and also sixteen dollars for their Costs and Charges by them about their suit in that behalf expended, by the said Court now here adjudged to the said United States with their assent which said Debt Costs and Charges amount in the whole to Two hundred and eighty four dollars twenty seven and a half Cents. And the said David Hunt and Elijah Smith in mercy and so forth—

The United States vs. Hammellow Selow & Henry Turner

Pleas before the Honerable Peter Bryan Bruin and David Ker Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord One thousand eight hundred and three

Be it Remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand eight hundred and three. The United States of America by James Donlop their Attorney brought into the Court aforesaid their bill against Hammellow Selow and Henry Turner in Custody of the Sheriff of Adams County in the District of Adams of a plea of Debt and thereupon pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit Mississippi Territory Adams District ss. Superior Court June Term 1803. Hammellow Selow and Henry Turner are Summoned to answer the United States of America of a plea that they render the sum of two hundred and five dollars and thirty five Cents and a half which they owe to and detain from the said United States for this that where as the said Hammellow Selow and Henry Turner on the twenty second day of March in the twenty sixth year of the Independence of the said United States and in the year of Our Lord 1802. at the district aforesaid by their certain writing Obligatory sealed with their Seals, and to the Court here shewn the date whereof is the same day and year acknowledged themselves to be held and firmly bound jointly & severally to the said United States in the sum of two hundred and five dol

Thirty Six Cents and a half to be paid to the said United States whereto afterwards they should be required. Now the said Hammilton Selon and Henry Turner though often required have not paid to the said United States the aforesaid two hundred and four dollars Sixty Eight and one half Cents but the same to the United States to pay have refused and still do refuse, to the damage of the said United States Sixty dollars Wherefore said United States bring this Suit &c.

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of our Lord one thousand eight hundred & three this cause was legally Continued

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above mentioned Came as well the said United States by their said Attorney as the said Hammilton Selon and Henry Turner. And the said Hammilton Selon and Henry Turner say that they cannot deny the Action of the said United States. Nor but that the writing Obligatory aforesaid in the aforesaid Declaration of the said United States mentioned is their Deed of them the said Hammilton Selon and Henry Turner Nor but that they owe to the said United States the sum of four hundred and two dollars Sixty Eight and one fourth Cents being the Sum Contained in the Condition of the said writing Obligatory in manner and form as the said United States have above thereof Complained against them. Therefore it is Considered by the Court here that the said United States do recover against the said Hammilton Selon and Henry Turner the said Sum of one hundred and two dollars Sixty Eight and one fourth Cents. and also Sixteen dollars and fourteen Cents for the Costs and Charges of the said United States in and about their Suit in that behalf expended which said damages Costs and Charges amount in the whole to one hundred and Eighteen dollars. Eighty two and a fourth Cents. by the said Court now here adjudged to the said United States with their assent. And the said Hammilton Selon and Henry Turner in mercy &c.

The United States vs Daniel Douglass & Jonathan Davis

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams. on the third monday in November in the Year of Our Lord One thousand Eight hundred and three

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in January the Year of Our Lord One thousand Eight hundred and three the United States of America by James Dunlap their Attorney brought into the Court aforesaid their Bill against Daniel Douglass and Jonathan Davis in Custody of the Sheriff of Adams County in the District aforesaid of a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe which said Bill follows in these words to wit: Mississippi Territory Adams district ss. Superior Court June Term 1803. Daniel Douglass and Jonathan Davis are Summoned to Answer the United States of America of a plea that they render the sum of two hundred and twenty four dollars Seventy Cents which they owe to and detain from the said United States. for this that where as the said Daniel Douglass and Jonathan Davis on the twenty Second day of March in the twenty sixth year of the Independence of the said United States. And in the year of Our Lord 1802 at the District aforesaid by their certain writing obligatory Sealed with their

Seals

Sals and to the Court here Shewn the date whereof is the same day and year. Acknowledge themselves to be held and firmly bound Jointly and Severally to the said United States in the Sum of two hundred and twenty four dollars Seventy Cents to be paid to the said United States when there to afterwards they should be required. Never the less the said Daniel Douglass and Jonathan Davis though often required have not paid to the said United States the aforesaid Sum of Two hundred and four dollars and Seventy Cents, but the same to the United States to pay have refused and still do refuse, to the damage of said United States Twenty dollars. Therefore said United States brings this Suit &c.

And the said Daniel Douglass and Jonathan Davis by Samuel S Wilson their Attorney Come and defend the force and injury when, and Crave Oyer of the Writ of Court Issued out in the name of said United States, and it is read to them in these words "The United States &c which being read and heard, he also Craves Oyer of the writings Obligatory on which &c which being also read and heard the said Daniel Douglass and Jonathan Davis pray Judgment of the said Writ and of the Declaration filed thereupon and pleads that said writ was purchased and sued out and said Declaration filed thereupon by James Dunlap Esquire an Attorney of this Court at the Instance and on the retainer of John F Carmichael Esquire and the said Daniel Douglass and Jonathan Davis over that the said James Dunlap is not and was not at the time of suing out said writ and of filing said declaration an Attorney for the said United States or any District thereof or for the Mississippi Territory or any District thereof, and that said John F Carmichael is not and at the time of suing out said writ was not Collector of the Revenue of the United States for the Mississippi District nor holding any office under said United States respecting or in any wise concerning the revenue thereof but at the time of suing out said writ Hore Brown Esqr was and now is Collector of the revenue of said United States for the District aforesaid and was then Attorney General in and for the District of Adams in the Territory aforesaid and said writ ought to have been sued out by said Attorney General at the Instance of said Collector and this the said Daniel Douglass and Jonathan Davis are ready to verify wherefore they pray Judgment of the said writ and declaration thereon that the same may be quashed—

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord one thousand Eight hundred and three this Cause was legally continued—

And now at this day to wit at a Superior Court of Law held at Natchez in in and for the District of Adams aforesaid on the day and year first aforesaid Came the said United States and the said Daniel Douglass and Jonathan Davis by their said Attornies. And the said Daniel Douglass and Jonathan Davis relinquishing the plea by them above pleaded say that they cannot deny the Action of the said United States nor but that the writing Obligatory aforesaid in the Declaration of the said United States mentioned is the Deed of them the said Daniel Douglass and Jonathan Davis nor but that they owe to the said United States the Sum of one hundred and twelve dollars thirty five and a half cents (being the Sum contained in the Condition to the said writing obligatory) in manner and form as the said United States have above thereof Complained against them. Therefore it is considered by the Court here that the said United States do recover against the said Daniel Douglass and Jonathan Davis the said Sum of One hundred and twelve dollars thirty five cents and a half in form aforesaid confessed and also fourteen dollars and seventy five cents for the Costs and charges of the said United States in and about their Suit in that behalf expended by the said Court now here adjudged to the said United States and with their assent. Which said debt Costs and Charges amount in the whole to one hundred and twenty Seven dollars ten and a half cents. And the said Daniel Douglass and Jonathan Davis in mercy and so forth—

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The United States vs. Alexis Fulton & Stephen Douglass

Illinois before the Honorable Peter Bryan Bruin and David Fern Esquires Judges in and over the Mississippi Territory at a Superior Court held at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord One thousand Eight hundred and three—

Be it remembered that at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three. The United States of America by James Dunlop their attorney brought into the court aforesaid their bill against Alexis Fulton and Stephen Douglass late in custody of the Sheriff of Adams County in the district of Adams aforesaid of a plea of debt. And there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit. Mississippi Territory Adams District, ss. Superior Court June Term 1803. Alexis Fulton and Stephen Douglass are summoned to answer the United States of America of a plea that they render unto them the sum of two hundred and seventy eight dollars which they owe to and detain from the said United States for this that whereas the said Alexis Fulton and Stephen Douglass on the seventh day of December in the twenty fifth year of the Independence of the said United States and in the year of Our Lord 1800. by their certain writing obligatory sealed with their seals and to the court here shown the date whereof to the same day and year acknowledged themselves to be held and firmly bound unto the said United States in the sum of five hundred dollars to be paid to the said United States when they should be required whereof the said Alexis Fulton and Stephen Douglass have not paid the said sum of two hundred and seventy eight dollars or any part thereof but the same to the said United States they still do detain as by the said writing obligatory and the condition thereof now remaining in the court here more fully appears to the damage of the said United States of two hundred dollars and therefore they bring suit &c. And the said Alexis Fulton and Stephen Douglass in their proper persons come and defend the force and injury when &c. and say that they owe not the said sum of two hundred and seventy eight dollars or any part thereof in manner and form as the said United States in their declaration have above complained against them and of this they put themselves upon the country and the said James Dunlop attorney as aforesaid for the United States doth the like. Therefore let a jury thereupon come before the Honorable the Judges of our Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three. And the same day is given to the parties aforesaid &c. Therefore let a venire facias issue for the jurors in this cause to be taken from the body of the county of Adams by the Sheriff of the said county of Adams who neither is of kin to the said Alexis Fulton and Stephen Douglass nor of counsel with the said United States nor with the said Alexis Fulton and Stephen Douglass to wit twelve jurors &c. Because as well the said Alexis Fulton and Stephen Douglass as the said James Dunlop attorney as aforesaid for the United States have put themselves upon the country in this cause the jurors of the jury whose names are hereunto annexed were elected tried and sworn to speak the truth of the matters in question between the parties aforesaid upon their oaths do say that the said Alexis Fulton and Stephen Douglass did not undertake and promise in manner and form as the said United States in their declaration have above complained against them and

States have above thereof Complained against them. Therefore it is Considered by the Court here that the said United States do recover against the said Aleries Fulton and Stephen Young Cash the said Sum of one hundred and forty eight dollars and fifty Cents in forma aforesaid confessed. and also fourteen dollars and seventy five Cents for the Costs and Charges of the said United States in and about their suit in that behalf expended by the said Court now here adjudged to the said United States, and with their assent, which said debt Costs and Charges Amount in the whole to one hundred and sixty three dollars and twenty five Cents. And the said Aleries Fulton and Stephen Young Cash in mercy, &c. to forth

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The United States vs Robert Moore & Samuel Seton

Pleas before the Honorable Peter Bryan Bruin and Daniel Kerr Esquires Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of our Lord One thousand Eight hundred and three. The United States of America by George Poindexter their Attorney brought into the Court aforesaid their Bill against Robert Moore and Samuel Seton in Custody of the Sheriff of Adams County in the District of Adams aforesaid of a plea of debt and thereupon the pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit Mississippi Territory Adams District to wit. Superior Court of Law November Term 1803. The United States of America Complain of Robert Moore and Samuel Seton in Custody &c. of a plea that they render unto the said United States the sum of four hundred and thirty nine dollars fifteen Cents and three fourths of a Cent which to the said United States they owe and from them unjustly detain, for that whereas the said Defendants on the second day of June 1802. at Natchez in the District aforesaid by their Certain writing Obligatory signed and sealed by the said Defendants and to the Court now here shewn the date whereof is the same day and year aforesaid, bound themselves their Heirs Executors and Administrators to pay to the said United States of America the said Sum of four hundred and thirty nine dollars and fifteen Cents, and three fourths of a Cent, whenever they should be thereunto required, Nevertheless the said Defendants altho often required to the said Sum of four hundred and thirty nine dollars fifteen Cents and three fourths of a Cent to the said United States have not paid, but the same to pay hitherto have and still do refuse to the damage of the said United States twenty dollars Therefore they bring Suit &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the day and year first above written came the said United States of America by their said Attorney, and the said Robert Moore and Samuel Seton, at the Solemn Call came not, nor did they say anything in bar or preclusion of the said Action of the said United States, but therein make default whereby the said United States remain thereof undefended against the said Robert Moore and Samuel Seton. Therefore it is Considered by the Court here that the said United States of America do recover against the said Robert Moore and Samuel Seton the said debt in the declaration mentioned to be discharged and released on the payment of two hundred and nineteen dollars fifty seven and a half Cents being the sum Contained in the addition to the said penalty obligatory together with all legal interest due thereon and also fourteen dollars and thirty seven Cents for the Costs and Charges of the said United States in and about their suit in that behalf expended by the said Court now here adjudged to the said United States at their request, which said Debt Costs and Charges amount in the whole to two hundred and thirty five dollars ninety three and a half Cents to wit the said Robert Moore and Samuel Seton in mercy and so forth. And the said United States by their Counsel come to the said Robert Moore and Samuel Seton the residue of the debt aforesaid, whereby the said Robert & Samuel are charged of the same in form aforesaid. And may go thereof without day &c.

The United States. vs Robert Moore & Samuel Seton,

Pleas before the Honorable Peter Bryan Bruin and Daver Ker Esquires Judges in and over the Mississippi Territory Viz a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three—

Be it remembered that heretofore towit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the third monday in November in the year of Our Lord One thousand Eight hundred and three. The United States of America by George Poindexter their Attorney brought into the Court aforesaid their Bill against Robert Moore and Samuel Seton in Custody of the Sheriff of Adams County in the District of Adams aforesaid of a plea of debt and their are pledges of prosecution towit John Doe and Richard Roe. which said bill follows in these words towit. Mississippi Territory Adams District towit. Superior Court of Law November Term 1803. The United States of America complain of Robert Moore and Samuel Seton in Custody &c of a plea that they render unto the said United States the sum of three hundred and Sixty One dollars three and One fourth Cents which to the said United States they Owe, and from them unjustly detain for that whereas the said Defendants on the twenty Eighth day of June 1802. at Natchez in the District aforesaid by their Certain writing Obligatory Sealed and Sealed by the said Defendants, and to the Court now here Shewn, the date whereof is the same day and year aforesaid, bound themselves their Heirs Executors and Administrators to pay to the said United States of America, the said Sum of three hundred and Sixty One dollars, three and One fourth Cents whenever they should be thereunto requested. Never the less the said Defendants altho often requested the said Sum of three hundred and Sixty one dollars & three & one fourth Cents to the said United States have not paid, but the same to pay hitherto have and still do refuse to the damage of said United States twenty dollars Therefore they bring Suit &c

And now at this day towit at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid on the day and year first above written Came the said United States of America by their said Attorney, and the said Robert Moore and Samuel Seton altho solemnly called Came not to answer, nither did they say any thing in bar or preclusion of the action of the said United States: whereby the said United States remain thereon undefended Against the said Robert Moore and Samuel Seton: Therefore it is considered by the Court here that the said United States of America do recover against the said Robert Moore and Samuel Seton the said debt of three hundred and Sixty one dollars three and One fourth Cents in the said declaration mentioned to be discharged and released on the pay of one hundred and Eighty dollars fifty one and three fourth Cents (being the Sum Contained in the Condition to the said writing Obligatory above mentioned) and all legal interest due thereon. And also Sixteen dollars and thirty Six Cents, for the Costs and Charges of the said United States in and about their Suit in that behalf expended. by the said Court now here adjudged to the said United States at their request; which said debt Costs and Charges Amount in the whole to one hundred and ninety Six dollars and Eighty Seven and three fourth Cents. And the said Robert Moore and Samuel Seton in mercy and so forth. And hereupon the said United States of America freely here in Court remit to the said Robert Moore and Samuel Seton the residue of the debt aforesaid, whereupon the said Robert Moore and Samuel Seton are acquitted and discharged of the same in form aforesaid And may go thereof hitherto day. &c

The United States vs Abyah Hunt & Andrew McClary

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred And three —

Be it remembered that heretofore Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the year of our Lord one thousand Eight hundred and three. The United States of America by George Poindexter their Attorney brought into the Court of said District against Abyah Hunt and Andrew McClary in the Custody of the Sheriffs of Adams & Wilkinson Counties in the District of Adams aforesaid, of a plea of debt, and their pledges of prosecution Court John Doe and Richard Roe which said Writ follows in these words to wit. Mississippi Territory Adams District. Superior Court of Law November Term 1803. The United States of America complain of Abyah Hunt and Andrew McClary in Custody &c. of a plea that they render the said United States the Sum of Eight hundred dollars, which to the said United States they owe and from them unjustly detain, For that whereas the said Defendants on the first day of August 1802. at Natchez in the District aforesaid by their certain writing Obligatory Signed and Sealed by the said Defendants, and to the Court now here shewn, the date whereof is the same day and year aforesaid, bound themselves their Heirs Executors and Administrators to pay to the said United States of America the said Sum of Eight hundred dollars, whenever they should be thereto requested. Nevertheless the said Defendants, altho often requested the said Sum of Eight hundred dollars to the said United States have not yet paid but the same to pay hitherto have and still do refuse to the damage of said United States twenty dollars therefore they bring Suit &c.

And now at this day Court at a Superior Court of Law held at Natchez in and for the District of Adams on the day and year first above written Came the said United States by their said Attorney, and the said Abyah Hunt and Andrew McClary, altho solemnly Called Came not to Answer but made Default. Neither do they say any thing in bar or preclusion of the said Action of the said United States whereby the said United States remain thereof undefended Against the said Abyah Hunt and Andrew McClary. Therefore it is considered by the Court here that the said United States do Recover against the said Abyah Hunt and Andrew McClary the said debt of Eight hundred dollars in the declaration aforesaid above mentioned, to be released and discharged On the payment of four hundred dollars the Sum Confessed in the Condition to the said above mentioned bonding Obligatory together with all legal Interest due thereon. And also sixteen dollars and thirty five Cents for the Costs and Charges of the said United States in and about their Suit in that behalf expended by the said Court now here adjudged to the said United States with their assent, which said debt Costs and Charges Amount in the whole to four hundred and Sixteen dollars and thirty five Cents. Unto the said Abyah Hunt and Andrew McClary in Mercy and so forth. And thereupon the said United States by their Counsel remit to the said Abyah Hunt and Andrew McClary the residue of the debt aforesaid, whereupon the said Abyah & Andrew are acquitted and discharged of the same in form aforesaid And may go thereof without day &c.

Charles Springer. vs David Johnston.

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of Our Lord one thousand Eight hundred and three. —

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three Charles Springer by Thos Duncan his Attorney brought into the Court afores aid his bill against David Johnston in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trespass on the Case. and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit Mississippi Territory. Adams District ss. Superior Court of Law June Term 1803. Charles Springer Complains of David Johnston in Custody &c. of a plea of Trespass on the Case. for that whereas the said David Johnston on the fourteenth day of May in the year of Our Lord One thousand Eight hundred and two at the County of Adams and District afores aid. made his Certain note in writing Commonly Called a promissory Note. with his proper hand thereto Subscribed bearing date on the day and year last mentioned. and there and there delivered the said Note to the said Charles Springer by which said note the said David Johnston promised to pay to the said Charles Springer or Order the sum of five hundred and fifty Eight dollars for value received. by reason whereof the said David Johnston became liable to pay to the said Charles Springer the said Sum of money Contained in said note According to the tenor and effect of said Note. and being so liable the said David Johnston in Consideration thereof afterwards to wit on the day and year last mentioned at the County and District afores aid. undertook and there faithfully promised the said Charles Springer to pay him the said Sum of money Containing in said Note according to the tenor and effect of said note. Nevertheless the said David Johnston his promise and undertaking afores aid in form afores aid made not in the least regarding the afores aid Sum of money, or any part thereof to the afores aid Charles Springer hath not yet paid although to pay the same the said David Johnston hath been often required but to pay the same to the said Charles Springer the said David Johnston hath hitherto altogether refused, and still doth refuse to pay the same to the said Charles Springer to his damage thirteen hundred dollars, and thereupon he brings suit &c. Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the said third monday of June in the year of Our Lord One thousand Eight hundred and three this cause was continued

and now at this day to wit the day and year first above written at a Superior Court of Law held at Natchez in and for the District of Adams aforesaid Came the said David Johnston and defends the wrong and injury when &c. and says that he cannot deny the action of the said Charles Springer nor but that he the said David Johnston did undertake and promise in manner and form as the said Charles Springer hath above thereof Complained against him. nor but that the said Charles Springer hath sustained damages on occasion of the not performing of the said several promises and undertakings in the said declaration mentioned, to six hundred and fifty Eight dollars. as by the said declaration is above supposed. Therefore it is Considered by the Court here that the said Charles Springer do recover against the said David Johnston his damages aforesaid to six hundred and forty Eight Dollars in form aforesaid Acknowledged and also fifteen dollars and forty nine Cents for his costs and charges by him about his suit in that behalf expended. by the said Court now here adjudged to the said Charles Springer with his assent. which said damages costs and charges amount in the whole to six hundred and seventy three dollars and forty nine cents And the said David Johnston in mercy and so forth. —

Jonathan Payne vs David Johnston.

Pleas before the Honorable Peter Bryan Bruin and David Hurlegues Judges in and over the Mississippi Territory at a Superior Court of Laws held at Natchez in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three Jonathan Payne by Thos L Duncan his Attorney brought into the Court aforesaid his bill against David Johnston in custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the Case and there are pledges of prosecution to wit John Doe and Richard Roe which said bill followeth in these words to wit Mississippi Territory Adams County ss Superior Court of Law June Term 1803. Jonathan Payne Complains of David Johnston in Custody &c of a plea of trespass on the Case. For that whereas the said David Johnston on the Fourth day of May in the year of Our Lord One thousand Eight hundred and two at the County of Adams and district aforesaid made his Certain note in writing Commonly called a promissory note, with his proper hand thereto subscribed, bearing date on the day and year last mentioned and there and then delivered the said note to the said Jonathan Payne by which said note the said David Johnston promised to pay to the said Jonathan Payne or Order, the sum of Six hundred and ninety six dollars and two bits equal in Value to Six hundred and ninety six dollars and twenty five Cents for value received. By reason whereof the said David Johnston became liable to pay to the said Jonathan Payne the said sum of money Contained in said note. According to the tenor and effect of said note, and being so liable the said David Johnston in consideration thereof afterwards to wit on the day and year last mentioned at the County and district aforesaid undertook and faithfully promised the said Jonathan Payne to pay him the said sum of money Contained in said note according to the Tenor and effect of said note: Nevertheless the said David Johnston his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid Jonathan Payne hath not yet paid altho to pay the same the said David Johnston hath been often required but to pay the same to the said Jonathan Payne the said David Johnston hath hitherto altogether refused and still doth refuse to pay the same to the said Jonathan Payne to his damage fourteen hundred dollars. and therefore he brings suit &c.

And the said David Johnston by James Wallace his Attorney comes and defends the wrong and injury when &c. and says that he did not promise and undertake in manner and form as the said Jonathan Payne hath above declared against him, and of this he puts himself upon the Country. And the said Plaintiff doth the like &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday of June in the year of Our Lord One thousand Eight hundred and three this Cause was legally continued &c.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the day and year first above written came the said David Johnston and defends the wrong and injury when &c and relinquishes the plea by him above pleaded, says that he cannot deny the action of the said Jonathan Payne, nor but that he the said David Johnston did undertake and promise in manner and form as the said Jonathan Payne hath above thereof complained against him, nor but that the said Jonathan Payne hath sustained damages by occasion of the not performing of the said promise and undertaking aforesaid in the said declaration mentioned to six hundred and eleven dollars and twenty five Cents, as by the said declaration is above supposed. Therefore it is Considered by the Court here that the said Jonathan Payne do recover against the said David Johnston his damages aforesaid to six hundred and eleven dollars and twenty five Cents in form aforesaid Acknowledged and also sixteen dollars and eighty nine Cents for his costs and charges by him about his suit in that behalf expended. By the said Court now here adjudged to the said Jonathan Payne and with his assent. which said damages costs and charges Amount in the whole to six hundred and eleven dollars and eighty eight dollars and fourteen Cents. And the said David Johnston in mercy &c to pay

Wilson & James Cage vs Robert Moore

Was before the Honorable Peter Bryan Bruin and David Ker Esquires Judges in and over the Mississippi Territory, at a Superior Court of Law held at Natchez, in and for the District of Adams on the third Monday in November in the year of Our Lord One thousand Eight hundred & three

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord one thousand eight hundred and three. Wilson Cage and James Cage by Edward Turner their Attorney. Came into Court and brought into the Same their Bill against Robert Moore in Custody of the Sheriff of Adams County in the District of Adams of a plea of Trespass on the Case, and there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit. Mississippi Territory Adams District ss. Superior Court June Term 1803. Wilson Cage and James Cage Complains of Robert Moore in Custody &c of a plea of Trespass on the Case. For that whereas at the Several times hereafter mentioned the said Wilson and James, and the said Robert one James Brown and Company were persons residing trading and using Commerce; to wit the said Wilson and James in the State of Tennessee to wit at Natchez in the District aforesaid being Merchants and partners in Trade using trade and Commerce under the Name and firm of Wilson and James Cage and the said Robert Saulsbury this Territory to wit at Natchez in the District of Adams aforesaid and the said James Brown and Company at the City of Philadelphia in the State of Pennsylvania and being so respectively residing and trading. he the said Robert on the Seventh day of February in the year of Our Lord one thousand Eight hundred and two at Natchez in the Territory and District aforesaid. made his certain bill of Exchange in writing subscribed with his own proper hand writing. According to the custom of Merchants in such cases and approved of. the said bill bearing date the same day and year aforesaid. directed to the said James Brown and Company by the Names of Messrs James Brown & Co. Merchants in Philadelphia and State of Pennsylvania aforesaid and by the said bill required the said James Brown and Company, twenty days after Sight to pay that first bill of exchange Second and third of same tenor and date not paid to the said Wilson Cage and James Cage, by the names of Messrs Wilson and James Cage or Order the Sum of two thousand five hundred and fifty dollars Current money of the United States. Value received of them the said Wilson and James. and to place it to the Account of the said Robert, and then and there delivered the said bill to the said Wilson and James which said Bill the said James Brown and Company afterwards and before the payment of the said Sum of money therein contained or of any part thereof, and also before the time appointed by the said bill for the payment thereof to wit on the nineteenth day of April in the year last aforesaid. at Philadelphia aforesaid, upon sight thereof Accepted. according to the said Custom. and the said Wilson and James Cage, that they the said Wilson and James afterwards at the expiration of the time appointed by the said bill for the payment of the money therein mentioned to wit on the twenty second day of July in the year last mentioned at Philadelphia aforesaid Shewed and presented the said Bill to the said James Brown & Co. for payment thereof. and then and there required the said James Brown and Company to pay to the said Wilson and James the said Sum of Money mentioned in the said bill. according to the Tenor and effect of the said bill and of his Acceptance thereof. but that the said James Brown & Co. did not at the time when the bill was so Shewn and presented to them as aforesaid. or at any other time whatsoever pay to the said Wilson and James or to either of them the said Sum of money or any Value in the said bill or any part thereof. but them and there wholly refused so to do, and thereupon the said Wilson and James afterwards to wit on the day and year last aforesaid and at Philadelphia aforesaid, duly Caused the said bill to be protested for the non payment thereof. according to the usage and Law in such Case provided. of all which premises the said Robert afterwards to wit on the same day and year aforesaid last. at Natchez aforesaid had notice. By reason of which said premises and according to the said Custom and by the Law of Merchants an

and by virtue of the Statute in such case made and provided the said Robert then and there became liable to pay to the said Nelson and James the said sum of two thousand six hundred and fifty dollars specified in the said bill when he should be afterwards thereto required and being so liable he the said Robert in consideration thereof afterwards to wit on the same day and year aforesaid at Natchez aforesaid in the District aforesaid undertook and then and there faithfully promised the said Nelson and James to pay them the said sum of money when he the said Robert should be thereto afterwards required. And whereas the said Nelson and James and the said Robert and the said James Brown and Company being so respectively resident and trading as aforesaid the said Robert on the said seventh day of February in the year of our Lord one thousand eight hundred and two at Natchez aforesaid in the district and Territory aforesaid made his certain other bill of exchange in writing subscribed with his own proper hand writing according to the custom of merchants used and approved of &c. and according to the Statute in such case made and provided the said last mentioned bill bearing date the same day and year last aforesaid directed to the said James Brown and Company by the names of Messrs James Brown & Co. Merchants in Philadelphia and by the said bill required the said James Brown & Co. ninety days after sight to pay that first bill of exchange second and third of same tenor and date not paid to the said Nelson and James by the names of Messrs Nelson & James their order the sum of two thousand six hundred and fifty dollars current money of the United States value received of them the said Nelson and James and place to the account of the said Robert with or without further advice and then and there delivered the said bill to the said Nelson and James which said last mentioned bill the said Nelson and James afterwards to wit on the nineteenth day of April in the year last aforesaid at Philadelphia aforesaid shewed and presented to the said James Brown & Co. for the acceptance thereof and then and there required him to accept and pay the same but the said James Brown and Co. did not then nor at any other time whatever accept the said bill or pay the same but then and there wholly refused to accept the same or to pay to the said Nelson or James or to either of them the said sum of money therein named or any part thereof and thereupon the said Nelson and James afterwards to wit on the twenty second day of July in the year last mentioned at Philadelphia aforesaid duly caused the said bill to be protested for the said non acceptance and non payment thereof according to the custom and Statutes aforesaid of all which premises the said Robert afterwards to wit on the same day and year last aforesaid at Natchez aforesaid in the district aforesaid had notice. By reason of which said premises and according to the said custom and by the Law of merchants and by virtue of the Statute in such case made and provided the said Robert became liable to pay to the said Nelson and James the said two thousand six hundred and fifty dollars specified in the said last mentioned Bill when he should be thereto afterwards required and being so liable he the said Robert in consideration thereof afterwards to wit on the same day and year last mentioned at Natchez aforesaid in the Territory & District aforesaid undertook and then and there faithfully promised the said Nelson and James to pay them the said sum of money when he the said Robert should be thereto afterwards required nevertheless the said Robert although often required the said sum of money to the said Nelson and James hath not paid nor hath he the said Robert paid the same to either of them the said Nelson and James, nor the same to them or either of them to pay the said Robert hitherto hath refused and still doth refuse. To the damage of the said Nelson and James five thousand dollars and therefore they bring suit &c.

And the said Robert by his Attorney Seth Lewis comes and defends the force and injury when &c. And saith that the said Nelson and James ought not to have or maintain their action aforesaid against him because he saith that he did not assume upon himself in manner and form as the said Nelson and James have in their Declaration above have alleged against him. And of this he puts himself upon the country. And the said Plaintiffs do the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of our Lord one thousand eight hundred and three this cause was legally continued &c.

Aforesaid to is commanded that the Sheriff of Adams County in the Dist
of Adams and Territory aforesaid, do Summon thirty two good and lawful
of his County, and the Sheriff of Wilkinson County in the District of
and Territory aforesaid do Summon ten good and lawful men of the
according to the directions of the act of the General Assembly in such
Case made and provided to be and appear before the Judges of the Territory
aforesaid, at a Superior Court of Law held at Natchez in and for the Dis
trict of Adams on the third Monday in November in the year of Our
Lord One thousand eight hundred and three by whoom and so forth
who ne thier and so forth. to recognize and so forth. because as well and
so forth. The same day is given to the parties aforesaid there and so forth
At which day before the Judges of the Territory aforesaid at the Court
aforesaid there and there held. Came as well the said Wilson and James Cage
as the said Robert Moore by their Attornies aforesaid. and the Juro
of which mention is above made being called Certain of them came
to wit. Thomas Lovelace Robert Childress Israel Smith. Anthony Hoggatt
Nathan Swayze. Daniel Whitaker, John Bradley. Joseph Declaremont Pa
thanic Tomlinson. Reuben Brasfield. James Scurlock and Ezekiel Davis
who being empannelled elected tried and sworn to Speak the Truth on the
matters within contained. Say upon their Oaths that the said Robert Moore
did promise and undertake in manner and form as the said Wilson and
James Cage have above Complained against him. and they assess the dama
ges of the said Wilson and James Cage on Occasion of the premises besides
his Costs and Charges by him about his suit in that behalf expended
to two thousand nine hundred and sixty nine dollars and thirty three
Cents. Therefore it is considered by the Court here that the said Wilson and
James Cage do recover against the said Robert Moore their said damages
by the Jurors aforesaid in form aforesaid assessed. And also nineteen dol
lars and ninety two Cents for their said Costs and Charges by them expended
in and about prosecuting their suit in this behalf by the said Court now here
adjudged to the said Wilson and James Cage with their assent, which said dama
ges Costs and Charges Amount in the whole to two thousand nine hundred and
eighty nine dollars and twenty four Cents. And the said Robert in mercy &c

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John Rabb vs Dand Johnston & James M Guire

Pleas before the Honorable Peter Bryan Bruen and Thos Rodney Esquires Judges
in and over the Mississippi Territory, at a Superior Court of Law held at
Natchez in and for the District of Adams on the third monday in November
in the year of Our Lord One thousand eight hundred and three

Be it remembered that heretofore towit at a Superior Court of Law held at Natchez in and
for the district of Adams, on the third Monday in June in the year of Our Lord one thou
sand eight hundred and three, John Rabb by James Lunn his Attorney came into the
Court aforesaid, and brought into the same his bill against David Johnston and James M
Guire in Custody of the Sheriff of Adams County in the District aforesaid of a plea
of Trespass on the Case, and there are pledges of prosecution to wit John Doe and
Richard Roe which said bill followeth in these words towit. Mississippi Territory
Adams District ss. June Term 1803. John Rabb Complains against David Johnston
and James M Guire and prays they may be taken into Custody to answer him of a
plea of trespass on the Case &c And whereupon the said John by James Lunn his Attor
ney Complains that whereas on the twenty ninth day of May in the year of our
Lord One thousand eight hundred and two at the District aforesaid the said Dav
and James made their certain note in writing called a promissory note under

[illegible] the proper hand and names of the said David Johnston and James McGuire bearing date the
same day and year above said, and the same note to deliver them according to the
Said Daniel Shacknack by which said note the said David and James promised to pay the said
Daniel Shacknack or order seven hundred and fifty two dollars on or before the fifteenth of
February then next ensuing the date of the same note for value in the same note mentioned
to be received, and the said Daniel Shacknack to whom or to whose order the payment
of the money in the note contained was appointed to be made, assigned and by
the payment of the money in the same note contained to the fifteenth of February in
the District aforesaid, by a certain indorsement in writing thereon by the said Daniel
Shacknack and indorsed upon the same note, and assigned the aforesaid note and by that
indorsement did appoint and order the contents of the aforesaid note to be paid to the
said John Rabb according to the tenor of the same note, of which said indorsement the said
David Johnston and James McGuire then and there had notice, by reason whereof and by force of
the Statute in such case made and provided the said David and James became liable to pay
to the said John Rabb the said Sum of seven hundred and fifty two dollars, according to
the tenor of the same note, and of the indorsement thereon made as aforesaid, and being
so Charged the said David James afterwards to wit, the same day and year as the
District aforesaid, in Consideration thereof undertook and then and there faithfully
promised the said John to pay him the said Sum of seven hundred and fifty two dollars
according to the tenor of the same note. And whereas also the said David Johnston and
James McGuire afterwards to wit the fifteenth day of February in the year of Our Lord
1813. at the County aforesaid were indebted to the said John Rabb in the Sum of seven
hundred and fifty two dollars lawful money of the United States for the like Sum
of money before that time had and received by the said David and James to and
for the use of the said John Rabb, and being so indebted the said David & James
afterwards to wit the same day and year at the County aforesaid in Consideration
thereof undertook, and then and there faithfully promised the said John to pay him
the said Sum of seven hundred and fifty two dollars when thereto afterwards they should
be required. Nevertheless the said David and James, their promises and Assumptions
aforesaid not regarding, yet have not paid to the said John the aforesaid Sum
of money or any part thereof (tho often required) but the same to him to pay have refused and
refuse) to the damage of said John Rabb One thousand dollars. Therefore he brings
Suit &c. And the said David Johnston and James McGuire by James Wallace his
Attorney Comes and defends the wrong and injury when &c. and say that they do
not promise and undertake in manner and form as the said John Rabb hath above
thereof complained against them. And of this they put themselves upon the Country
and the said Plaintiff doth the like &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the Dis
trict of Adams on the third monday in June in the year of our Lord one thousand
Eight hundred and three. This Cause was legally Continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and
for the District of Adams on the day and year first above written. Came the said
David Johnston and James McGuire and defend the wrong and injury when &c.
and say that they cannot deny the Action of the said John Rabb. but that
they did promise and undertake in manner and form as the said John Rabb
hath above thereof complained against them. nor that the said John Rabb
hath sustained damages by reason of the non performance of the said David
promises and undertakings aforesaid in the said Declaration mentioned to the
hundred and thirty two dollars as by the said Declaration is above supposed.
Therefore it is Considered by the Court here that the said John Rabb do recover against
the said David Johnston and James McGuire his damages aforesaid to the
hundred and thirty two dollars in form aforesaid Confessed. And also seventeen
dollars and ninety three Cents for his Costs and Charges by him about his Suit
in that behalf expended. by the said Court now here adjudged to the said John
Rabb. & with his assent. which said damages Costs and Charges amounting the
whole to seven hundred and fifty three dollars and ninety three Cents. And
the said David Johnston and James McGuire in mercy &c. &c. forth—

Thomas B. Scott. vs David Johnston

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred & three

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three Thomas B Scott by James Brown his attorney brought into the Court aforesaid his bill against David Johnston in Custody of the Sheriff of Adams County in the district of Adams of a plea of debt and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit Mississippi Territory Adams District ss. Time Term 1803. Thomas B Scott Complains of David Johnston of said District, and prays that he may be taken into Custody to answer the said Thomas B Scott of a plea that he render the sum of Seven hundred and twenty dollars which to him he owes and unjustly detains &c. And where upon the said Thomas B Scott Complains that whereas on the twenty fourth day of May in the year of Our Lord 1802. at Adams County in the district aforesaid the said David Johnston made his Certain Specialty or note sealed with the seal of the said David Johnston, and to said Superior Court now here shown the date whereof is the same day and year by which same Specialty or Note under Seal the said David promised, and thereby became liable to pay to the said Thomas B Scott on or before the first day of March next ensuing the date of the said Note - Nevertheless the said David Johnston altho often requested since the said first day of March, yet hath not paid the said Thomas B Scott the said sum of Seven hundred and twenty dollars but the same to him to pay hath refused and still doth refuse to the damage of the said Thomas B Scott one hundred dollars and therefore he brings suit &c. And the said Johnston by James Wallace his Attorney Comes and prays Oyer of the writing, Obligatory in the said declaration mentioned -

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three this Cause was by Ally Continued -

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the day and year first above written came the said Thomas B Scott and David Johnston by their Attorneys aforesaid And the said David Johnston in his proper person Says that he Cannot deny the Action of the Thomas B Scott nor but that the said writing Obligatory or Specialty is the deed of him the said David Johnston, nor but that he owes to the said Thomas B Scott the said Sum of Seven hundred and twenty dollars above demanded in manner and form as the said Thomas B Scott hath above thereof Complained against him. Therefore it is Considered by the Court here that the said Thomas B Scott do recover against the said David Johnston his said debt in form aforesaid Confessed. And also fourteen dollars for his Costs and Charges by him about his suit in that behalf expended by the said Court now here adjudged to the said to the said Thomas B Scott with his Assent. Which said Debt Costs and charges Amount in the whole to Seven hundred and thirty four dollars, and the said David Johnston in mercy &c.

Thomas Wilkins vs William Darby & Wife

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of our Lord One thousand Eight hundred and three Thomas Wilkins by Lyman Harding his Attorney brought into the Court aforesaid his bill against William Darby and Eliza his wife

in Custody of the Sheriff of Adams County in the district of Adams of a plea of debt, And there are pledges of prosecution to wit John Doe and Richard Roe, which said bill follows in these words to wit Adams District ss. Superior Court June Term 1808 Thomas Wilkins Complains of William Darby and Eliza his wife in Custody &c. of a plea that they render unto him the just and full sum of three thousand six hundred dollars money of the United States which they owe to and unjustly detain from him. For that whereas the said Eliza whilst she was Sole to wit on the second day of March in the year of Our Lord one thousand eight hundred and one at the County of Adams in the district of Adams aforesaid by her writing Obligatory Sealed with the Seal of the said Eliza and to the Court here now shown the date whereof is the same day and year last aforesaid acknowledged herself by the name of Eliza Boardman to be held and firmly bound unto the said Thomas Wilkins in the said three thousand six hundred dollars to be paid unto the said Thomas Wilkins when she should be thereunto required. Yet the said Eliza whilst she was Sole altho often thereunto required hath not paid the said three thousand six hundred dollars to the said Thomas Wilkins and the said William Darby and Eliza after the marriage between them was celebrated altho often requested have not nor has either of them paid the same to the said Thomas Wilkins but the said William Darby and Eliza have hitherto altogether refused and still do refuse to pay the same to the said Thomas Wilkins to his damage five hundred dollars, and thereupon he brings Suit &c. And the said William Darby and Eliza his wife by James Wallace his Attorney comes and prays Oyer of the writing Obligatory in the said declaration mentioned, and they also pray Oyer of the Condition of the said writing Obligatory and the said William and Eliza by James Wallace their Attorney come and defend the wrong and injury when &c. And say that the said Thomas ought not to have or maintain his aforesaid action thereof against them because they say that before the suing out the Original writ of the said Thomas against them they paid unto the said Thomas the sum of One thousand eight hundred dollars the sum mentioned in the Condition of the said writing Obligatory in the said declaration mentioned, and all legal interest due thereon, and this they are ready to verify. Wherefore they pray Judgment if the said Thomas ought to have and maintain his aforesaid action thereof against them— And the said Thomas Wilkins replies and says that by any thing by the defendants in their plea above alleged, ought not to be barred and precluded from having and maintaining his said Action, because he says they did not pay unto him the said sum of One thousand eight hundred dollars or any part thereof in such manner and form as they in pleading have alleged, and this he prays may be enquired of by the Country &c. Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in June in the year of our Lord One thousand eight hundred and three this Cause was legally Continued.

Afterwards it is Commanded that the Sheriff of Adams County in the district of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do Summon two good and lawful men of his County according to the directions of the Act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three by whom and so forth who neither and so forth to come and so forth because as well and so forth. The same day is given to the parties aforesaid there and so forth— At which day before the Judges of the Territory aforesaid at the Court aforesaid there and then held came as well the said Thomas Wilkins as the said William Darby and Eliza his wife by their Attorneys aforesaid. And the jurors of which mention is above made being called also came to wit Thomas Lovelace Reuben Brasfield James Scurlock Anthony Hoggatt Nathan Swayze, Samuel Whitaker, Joseph D Clairmont, Robert Chilcop Ezekiel Deare, Joseph Chisholm Ezekiel Forson and James Griffin. who being empannelled Chosen tried and Sworn to speak the Truth on the matter within Contained. Say upon their Oaths that the said William Darby and Eliza his wife did not pay to the said Thomas Wilkins the said Sum of one thousand eight hundred dollars Money of the United States in the Condition of the aforesaid writing Obligatory mentioned, together with all interest due thereon in manner and form as the said Thomas in replying hath alleged. and they find the Sum of one thousand eight hundred and thirty four dollars and fifty cents justly due to the said Thomas Wilkins on the writing Obligatory aforesaid together with one cent damages. Therefore it is considered by the Court that the said Thomas Wilkins do recover against the said William Darby & wife as well the said Debt of three thousand six hundred dollars to be released on the payment of one thousand eight hundred & thirty four dollars & fifty cents by the said aforesaid in form aforesaid found to be due, and also eighteen dollars and two cents for his Costs and charges by him about his suit in that behalf expended by the said Court here adjudged to the said Thomas Wilkins with his assent and the said William Darby & wife in mercy &c. Set fast

James Cunningham vs William Brooks

Pleas before the Honorable Peter Bryan Bruin and David Harrison Judges in and Over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in November in the Year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore, towit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the Year of Our Lord One thousand Eight hundred and three James Cunningham by Lyman Harding his Attorney brought into the Court aforesaid his Bill against William Brooks in Custody of the Sheriff of Adams County in the District aforesaid of a plea of trespass on the Case, And there are pledges of prosecution towit John Doe and Richard Roe. which said bill follows in these words towit District of Adams S. Superior Court of Law June Term 1813. James Cunningham Complains of William Brooks in Custody &c of a plea that he render to him six hundred dollars which he justly owes to and unjustly detains from him For that whereas the said William Brooks on the eighteenth day of May in the Year of Our Lord One thousand Eight hundred and two at Natchez in the District of Adams aforesaid by his Article writing Obligatory Sealed with his Seal and to the Court now here shewn the date whereof is the same day and Year aforesaid, promised to pay unto the said James Cunningham or Order Six hundred dollars at or before the first day of March, which would be in the year of Our Lord One thousand Eight hundred and three for value received. Yet the said William Brooks altho often required hath not yet paid to the said James Cunningham the said Six hundred dollars or any part thereof but hath hitherto altogether refused and still doth refuse to pay the same to the said James Cunningham to his damage two hundred dollars And therefore he brings Suit &c.

And the said William Brooks by Lewis Kerr his Attorney comes and defends the wrong and injury when &c - and prays Oyer of the writing obligatory in the declaration mentioned, which being read to him he says that he ought not to be charged with the said debt by means of the writing obligatory mentioned in the said James Cunninghams declaration, because he says that the said writing obligatory is not his act and deed, and thereof for trial puts himself upon the Country, And the Plaintiff doth the like.

Afterwards towit at a Superior Court of Law held at Natchez in and for the district of Adams, on the third monday in June in the year of Our Lord One thousand Eight hundred and three this Cause was legally Continued.

Afterwards this Command is that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of this County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of his County According to the direction of the Act of the General Assembly in such Case made and provided. to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams, on the third monday in November in the year of Our Lord One thousand Eight hundred and three, by whom and so forth who ne ther and so forth to recognize and so forth, because as well &c so forth. The same day is given to the parties aforesaid there and so forth. - At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there hid came as well the said James Cunningham as the said William Brooks by their said Attorneys. and the Jurors of which mention is above made being called Came to wit Thomas Loveless Reuben Brashears James Scurlock Anthony Hoggatt Nathan Swayze Daniel Whitaker Joseph Dilgreamore Robert Childress Ezekiel Dewitt Hugh McDonnelow Ezekiel Bowman James Griffin who being impannelled chosen tried And Sworn to speak the truth on the matters within And upon their Oaths that the within mentioned writing obligatory is the deed of the within mentioned William Brooks as the within James Cunningham hath within (over)

ed against him and for [illegible] hundred dollars the debt in the declaration mentioned besides his costs and charges by him about his suit in that behalf expended and whereas it is considered by the court here that the said James Cunningham do recover against the said William Brooks the damages aforesaid and costs by him about his suit in that behalf by the Jurors aforesaid in form aforesaid found and assessed to two hundred dollars and sixty five cents for his said costs and charges by him about his suit in that behalf by the said court here adjudged to the said James Cunningham with his assent which said debt costs and charges amounts in the whole to six hundred twelve dollars and sixty five cents. and the said William Brooks in mercy and so forth.

Thomas Powers. vs William Brooks.

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges &c in and over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of our Lord One thousand eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord One thousand eight hundred and three Thomas Powers by Lyman Harding his Attorney brought into the Court afores and his bill against William Brooks in Custody &c of the Sheriff of Adams County in the District of Adams of a plea of trespass on the case and there are pledges of prosecution to wit John Doe and Richard Roe. which said bill follows in these words to wit— District of Adams ss. Superior Court of Law June Term 1803. Thomas Powers complains of William Brooks in Custody &c of a plea of trespass on the case For that whereas the said William Brooks on the third day of March in the year of our Lord One thousand eight hundred and three, at Natchez in the District of Adams aforesaid, made his certain note in writing, commonly called a promissory note with his proper hand thereto subscribed bearing date on the day and year last mentioned and then and there delivered said note to One James Williams by which said note the said William Brooks promised to pay to the said James Williams by the name of James Williams Esquire order six months after the date of said note the sum of three hundred dollars for Value received, and the said James Williams to whom or to whose Order the payment of the said Sum of money Contained in the said note was to be made, afterwards and before the payment of the said Sum of money Contained in the said note, or of any part thereof, and also before the time appointed by the said note for the payment thereof to wit on the day and year aforesaid at Natchez aforesaid in the District aforesaid indorsed the said note his own proper hand writing by which subscribed and by that indorsement appointed the contents of said note to be paid to the said Thomas Powers. and then and there delivered the said note so endorsed to the said Thomas Powers, whereof the said William Brooks afterwards took on the day and year last aforesaid, at Natchez aforesaid in the District aforesaid then and there had notice by reason of which said promises and by force of the Statute in such case made and provided, the said William Brooks became liable to pay to the said Thomas Powers the said sum of money Contained in said note, according to the tenor and effect of said note and indorsement so made thereon as aforesaid, and being so liable the said William Brooks in Consideration thereof afterwards took on the day and year aforesaid at Natchez in the district aforesaid undertook and then and there faithfully promised the said Thomas Powers to pay him the said sum of money Contained in said note according to the tenor and effect of said note and of said indorsement as aforesaid Nevertheless the said William Brooks his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid Thomas Powers hath not yet paid although to pay the same the said William Brooks by the said Thomas Powers hath been often requested but to pay the same to him the said William Brooks hath hitherto altogether refused and still doth refuse to pay the same to the said Thomas Powers to his damage Seven hundred dollars and therefore he says said &c

And the said William Brooks by Levin Ker his Attorney comes and defends the wrong and injury when &c and says that he did not assume upon himself and promise

form as the said Thomas Powers hath alledged in his declaration and
for trial puts himself upon the Country. And the Plaintiff doth the like
Afterwards towit at a Superior Court of Law held at Natchez in and for the
district of Adams on the third monday in June in the year of Our Lord One thou-
sand Eight hundred and three this Cause was legally Continued.
And now at this day towit at a Superior Court of Law held at Natchez in and
for the District of Adams on the day and year first above written. Came the said
Thomas Powers and William Brooks by their said Attorneys. And the said
William Brooks acknowledging the plea by him above pleaded. Says that he
Cannot deny the Action of the said Thomas Powers so as aforesaid against
him brought, nor but that he the said William Brooks did promise and undertake
in manner and form as the said Thomas Powers above thereof Complains
against him, nor otherwise but that the said Thomas Powers hath sustained dama-
ges by reason of the non performance of the promises and undertakings aforesaid
to the sum of three hundred and seven dollars and fifty Cents, as he the said
Thomas Powers above by declaring supposes. Besides his Costs and Charges
by him about his suit in that behalf expended. Therefore it is Considered by the
Court here that the said Thomas Powers do recover against the said William Brooks
the said sum of three hundred and seven dollars and fifty Cents in form aforesaid
acknowledged for his damages which he hath sustained by reason of the non
performance of the promise and undertaking aforesaid and also four ten
dollars and thirty four Cents for his said Costs and Charges by him expended in and
about prosecuting this Suit by the said Court now here adjudged to the said Thomas
Powers with his Assent, which said damages Costs and Charges Amounted in the
whole to three hundred and twenty one dollars and eighty four Cents. Therefore the said
William Brooks in Mercy and so forth.

David Ferguson vs. Moses Eustard,

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges
in and over the Mississippi Territory at a Superior Court of Law
held at Natchez in and for the District of Adams on the third mon-
day in November and the year of Our Lord one thousand eight hundred and three
Be it remembered that heretofore towit at a Superior Court of Law held at Natchez in and
for the district of Adams on the third monday in June in the year of Our Lord
One thousand eight hundred and three. David Ferguson by Daniel Dunlop his Attor-
ney brought into the Court aforesaid his bill against Moses Eustard in the Cus-
tody of the Sheriff of Adams County in the District aforesaid of a plea of trespass on the
Case. And there are pledges of prosecution towit John Doe and Richard Roe. which
said bill follows in these words towit. Adams District to. Superior Court June Term
1803. David Ferguson of the said District Complains of Moses Eustard, and prays that
he may be taken into Custody to answer the said David of a plea that he render to him
the sum of six hundred dollars which to the said David he owes and from him
unjustly detains &c and wherefore the said David Ferguson by Dunlop his Attor-
ney Complains that whereas the said Moses Eustard on the second day of Janua-
ry in the year of Our Lord 1802. made his Obligation Note in writing and Subscribed
his proper hand & his Seal thereto affixed, and delivered the same to the said David
Ferguson, by which same writing the said Moses promised and thereby became
liable to pay to the said Ferguson the said sum of six hundred dollars on or before
the first day of December next after the date of said writing. Nevertheless
the said Moses Eustard although often requested since the aforesaid first day of
December, hath not paid the aforesaid six hundred dollars to the said David
but hath hitherto refused And still doth refuse to pay the same to the said
David, wherefore the said David saith he is injured and hath damage to the
value of One hundred dollars, and therefore he brings Suit &c. And he brings
here into Court the aforesaid writing which testifies the debt aforesaid in form
aforesaid. the date whereof is the day and year above mentioned &c.

And the said Morris Eustard by James Wallace his Attorney comes and prays Oyer of the writing obligatory mentioned in the above declaration of the said David Ferguson against him &c. And the said Morris by James Wallace his Attorney comes and defends the wrong and injury when &c and says that the said David ought not to have or maintain his said action thereof against him, because he says that before the bringing out of the Process writ of the said David against him the said Morris, he the said Morris did pay unto the said David the sum of money mentioned in the declaration with all legal interest due thereon and this he is ready to verify, wherefore he prays Judgment of the said David ought to have or maintain his action against him. And the said David Ferguson replies and says that the said Morris did not pay the said David the said sum of money mentioned in the said declaration in such manner and form as the said Morris in pleading hath alledged. And this he prays may be enquired of by the Country.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the day and year first above written. Came the said Morris Eustard and defends the wrong and injury when &c. and says that he cannot gainsay the action aforesaid of the said David Ferguson, and relinquishing the plea by him above pleaded says that he cannot deny but that he owes to the said David Ferguson the aforesaid sum of six hundred dollars in manner and form as the said David above against him hath complained. Subject however to any legal defalcations to be made by Samuel Brooks Esq. with Leave of Court to the first day of February next besides his Costs and Charges by him about his suit in that behalf expended. Therefore it is Considered by the Court here that the said David Ferguson recover against the said Morris Eustard as well the said six hundred dollars his debt aforesaid in form aforesaid acknowledged as also the Sum of Sixteen dollars for his said Costs and Charges by him about his Suit in this behalf expended, adjudged unto the said David Ferguson by the Court here with his assent, which said Debt Costs and Charges amount in the whole to six hundred and Sixteen dollars, and the said Morris Eustard in mercy &c

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David Ferguson vs William Darby

Pleas before the Honorable Peter Bryan Bruin and David Ker Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in November in the Year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of our Lord one thousand Eight hundred and three. David Ferguson by James Dunn Esqr his Attorney brought into the Court aforesaid his bill against William Darby in Custody of the Sheriff of Adams County in the District of Adams in a plea of Debt and there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. Mississippi Territory Adams District ss. June Term 1803. David Ferguson complains of William Darby of Adams County in said District, and prays that he may be taken into Custody to Answer him of a plea that he render to the said David Ferguson the Sum of One thousand dollars which to him he owes and unjustly detains &c and whereupon the said David by Dunn his Attorney complains that whereas on the tenth day of March in the year of Our Lord 1818. at Natchez in the District aforesaid the said William Darby made his Certain Note in writing with his proper hand subscribed and his Seal thereto affixed, which said Note to this Court now shews, and they and there delivered the same Note under Seal to the said David Ferguson, by which same Note the said William Darby promised and thereby became liable to pay the said David Ferguson the Sum of One thousand dollars on demand. And the said David Ferguson saith that the said William Darby did not pay unto him the said Sum of one thousand dollars according to the tenor of the same note whereby action hath accrued to the said David Ferguson to demand and have of the said William Darby the said Sum of one thousand dollars. Nevertheless the said William Darby altho often required so to do on the twentieth day of March and after the date of the said Note and often afterwards yet hath not paid unto the said David the said Sum of one thousand dollars but the same to the said David to pay hath refused and still doth refuse to the damage of the said David Ferguson Two hundred dollars, and therefore he brings suit &c

and the said William Darby by James Wallace his Attorney comes and defends the
wrong and injury when &c and saith that the said David Ferguson ought not to have
of him said his said Action against him for that the declaration and the matters
therein Contained are not sufficient in Law for the said David to have or maintain
his said Action against the said William, to which declaration and the matters
therein Contained he the said William is not bound to answer, nor by the Law of the
Land is he any way bound, and this he is ready to verify, wherefore for Default of
sufficient declaration of the said David the said William demands Judgment
and that the said Action may be barred from having his said Action against him
further Cause of demurrer the said William sheweth the Court there Causes following
to wit. That there is no profit to the Court of the pleading Obligatory in the said declar-
ation mentioned which he the said William from praying Oyer of the
said Writing, and pleading in bar to the said Action, and for that the said declar-
ation is uncertain and insufficient.

At Hancock Court at a Superior Court of Law held at Hatchey in and
for the District of Adams on the third monday in June in the year of Our Lord
One thousand eight hundred and three, this Cause was legally ordered.

At Hancock Court at a Superior Court of Law held at Hatchey in and for the
District of Adams on the third monday in June in the year of Our Lord
one thousand eight hundred and three it was ordered by the Court that the Demurrer
aforesaid be withdrawn, and the said William pay Costs Pleas Leave Given to
demur &c on payment of Costs &c

At Hancock to wit William Darby by James Wallace his Attorney comes and defends
the wrong and injury when &c and saith that he ought not to be charged with the
Writing in the said declaration mentioned because he says that the writing in the
said declaration mentioned and of which he the said William for Plea pleads
and relies upon the said Writing is not the deed of him the said William for
the said William says that the said David for his cause of Action in the
said declaration mentioned by his writing obligatory aforesaid ought not to have
or maintain his said Action against him because he says that the said David
Ferguson ought not to have or maintain his said Action against him because he
says that before the said writing made the said David Ferguson to wit on the
first day of June in the year of Our Lord one thousand seven hundred and
Ninety two at Hatchey in the District of Adams and State aforesaid by his
Deed Sealed with his Seal and to the Court here now shewn delivered
the said William Darby did not at any time before the said day of June
in the year aforesaid at Hatchey in the District of Adams and State aforesaid
deliver the said writing obligatory aforesaid in the said declaration mentioned
in manner and form as the said William Darby hath above in his said plea
by him pleaded alledged and this he the said William prays may be inquired
of by the Country and the said David Ferguson likewise

And the said William Darby by James Wallace his Attorney comes and
defends the wrong and injury when &c and saith that he ought not to be charged
with the writing in the said declaration mentioned because he says that the writing
in the said declaration mentioned and of which he the said David for his cause
of Action against him the said William in the said declaration mentioned
hath above declared and alledged by his deed and which he the said William
for his plea in this behalf hath above pleaded and alledged is not the deed of
him the said William for the said William says that the said David
Ferguson ought not to have or maintain his said Action against him because he
says that before the said writing made the said David Ferguson to wit on the
first day of June in the year of Our Lord one thousand seven hundred and
Ninety two at Hatchey in the District of Adams and State aforesaid by his
Deed Sealed with his Seal and to the Court here now shewn delivered
the said William Darby did not at any time before the said day of June
in the year aforesaid at Hatchey in the District of Adams and State aforesaid
deliver the said writing obligatory aforesaid in the said declaration mentioned
in manner and form as the said William Darby hath above in his said plea
by him pleaded alledged and this he the said William prays may be inquired
of by the Country and the said David Ferguson likewise

At Hancock Court at a Superior Court of Law held at Hatchey in and for the
District of Adams on the third monday in June in the year of Our Lord one
thousand eight hundred and three Present the Honourable Thomas Glascock
Esquire Judge of the Superior Courts of Law in the District aforesaid
Joseph Alexander, Esquire Attorney General for the State aforesaid Prosecutes
for the State aforesaid and James Wallace Attorney at Law for the said
Defendant the Jurors of the State aforesaid upon their Oath present that
William Darby late of the County of Adams Yeoman on the first day of
June in the year of Our Lord one thousand seven hundred and Ninety two
at Hatchey in the District of Adams aforesaid with force and arms in the
County aforesaid in and upon one David Ferguson in the Peace of God and
the State aforesaid then and there being feloniously wilfully and of his
malice aforethought did make an assault and that the said William Darby
a certain Gun of the value of Twenty Dollars which he the said William
Darby in his right hand then and there had and held to and against the said
David Ferguson then and there feloniously wilfully and of his malice
aforethought did shoot and discharge and that the said William Darby with
the Gun aforesaid by the force of the Gunpowder aforesaid then and there
by the said William Darby shot discharged and sent out of the said Gun
one Leaden Bullet of the value of one penny which said Leaden Bullet
out of the said Gun by the said William Darby then and there shot discharged
and sent out as aforesaid the said David Ferguson in and upon the left
side of the belly of him the said David Ferguson then and there did strike
penetrate and wound giving to the said David Ferguson then and there
with the Leaden Bullet aforesaid out of the said Gun by the said William
Darby so as aforesaid shot discharged and sent out one mortal wound of the
depth of six inches and of the breadth of one inch of which said mortal
wound the said David Ferguson then and there instantly died and so the
Jurors aforesaid upon their Oath aforesaid do say that the said William
Darby him the said David Ferguson in manner and form aforesaid feloniously
wilfully and of his malice aforethought did kill and murder against the
peace and dignity of the State aforesaid

and they assess the damages of the within named David Ferguson by occasion of the detainer of the within Debt, besides his Costs and Charges by him about his suit in that behalf expended to forty three dollars and sixty six cents. Therefore it is considered by the court here that the said David Ferguson do recover against the said William Darby as well the sum of one thousand dollars his debt aforesaid, as forty three dollars and sixty six cents his damages aforesaid by the jurors aforesaid in form aforesaid assessed, to be levied for and by reason of the detainer of the aforesaid debt, and also the sum of four dollars and thirty cents for his said costs and charges by him about his suit in that behalf expended. by the said court now here adjudged to the said David Ferguson with his assent, which said debt damages costs and charges amount in the whole to one thousand forty seven dollars and ninety six cents. and the said William in mercy &c

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Samuel Null vs James Boreley.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez on the first for the District of Adams on the third monday in June in the year of our Lord one thousand eight hundred and three Samuel Null by James Dunlop his Attorney brought into the first above said his bill against James Boreley in Custody of the Sheriff of Adams County in the District of Adams of a plea of debt. And thereupon pledges of prosecution to wit John Doe and Richard Roe, which said Bill follows in these words to wit Adams District ss. June Term 1803. Samuel Null Complains of James Boreley of Adams County in said District and prays that he may be taken and safely to answer him of a plea that he render the sum of three hundred and seventy six dollars and seventy cents lawful money of the United States, which to the said Samuel he owes and unjustly detains &c. And whereupon the said Samuel Null Complains, that whereas on the ninth day of February in the year of Our Lord 1803. at the County aforesaid the said James Boreley made his certain note in writing, with his hand thereto subscribed, and his seal thereunto affixed, and the same note then and there delivered to the said Samuel Null, by which same note the said James then and there promised, and thereby became liable to pay to the said Samuel Null the said sum of three hundred and seventy six dollars and seventy cents lawful money as aforesaid, to be paid to the said Samuel one month after the date of the said note, and the said Samuel saith that the said James Boreley did not pay him the said sum of money according to the tenor and effect of the said note, whereby action hath accrued to the said Samuel to demand and have of the said James the said sum of three hundred and seventy six dollars and seventy cents. Nevertheless the said James although often required, since the expiration of said month next after the date of said note, yet hath not paid to the said Samuel the said sum of three hundred and seventy six dollars and seventy cents, but the same to him to pay hath refused and still doth refuse to the damage of the said Samuel Sixty dollars. and therefore he brings suit &c and he here unto Court doth bring the said instrument of writing under Seal which testifies the debt aforesaid in form aforesaid. the date whereof is the day and year first above written. And the said James Boreley by his Attorney Abner Dunn came comes and defends the wrong and injury when &c and says that he ought not to be charged with the writing obligatory mentioned in the Plaintiffs declaration, because he says that it is not his act and Deed, and of this he puts himself upon the Country, And the Plaintiff doth the like &c

Afterwards to wit at a Superior Court of Law held at Natchez on and for the District of Adams on the third monday in June in the year of our Lord one thousand eight hundred and three this cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty two good and lawful men of his County, and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do summon ten good and lawful men of his County, according to the directions of the act of the General Assembly in such case made and provided to be and appear before the Judges of the Superior Court aforesaid, at a Superior Court of Law to be holden at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord one thousand eight hundred and three by whom and to for the whom &c. and to for to, because as well for the to recognize and to for the The same day is given to the parties aforesaid there and to for to

At which day before the Judges of the Territory aforesaid at the Court aforesaid there and then held. Came as well the said Samuel Hull as the said James Bosley by their said Attornies. And the Jurors of which mention is above made being called of them Came to wit Thomas Lovelace, Reuben Brashears, James Lockhart, Anthony Hoggatt, Nathan Swayze, Daniel Williams, Joseph Dolarmore, Robert Shields, Ezekiel Dewitt, Hugh McDonald, Ezekiel Forman and James Smith who being impannelled Chosen tried and Sworn to speak the Truth upon the matters within Contained Say upon their Oaths, that the said writing obligatory in the within declaration of the within Samuel Hull is the Deed of him the said James Bosley. And they assess the damages of the within named Samuel Hull by occasion of the detaining the within debt, over and above his Costs and charges by him about his Suit in that behalf expended to Eighteen dollars. Therefore it is Considered by the Court here that the said Samuel Hull recover against the said James Bosley as well the Sum of three hundred and Seventy Six dollars and Seventy five cents his debt aforesaid by the Jurors aforesaid in form aforesaid assessed to be due as the Sum of Eighteen dollars for his damages by the said Jurors in form aforesaid assessed to be sustained by reason of the detention of the debt aforesaid, and also the Sum of fourteen dollars and Sixty six Cts. by the Court here adjudged to the said Samuel Hull on his agreed for his Costs and Charges by him about his Suit in that behalf expended, which said debt damages Costs and charges Amount in the whole to four hundred and nine dollars fifty three and one half Cents. And the said James Bosley in mercy and so forth.

William Kinner vs Ferguson & Woolley.

Pleas before the Honorable Peter Bryan Bruin and David Hair Esquires Judges &c. on the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of our Lord One thousand eight hundred and three ——

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand eight hundred and three William Kinner by Lyman Harding his Attorney brought into the Court aforesaid his Bill against David Ferguson and Stilling Woolley of a plea of trespass on the Case. And there are pledges of prosecution to wit John Doe and Richard Roe which said bill follows in these words to wit. District of Adams Superior Court of Law June Term 1803. William Kinner Complains of David Ferguson and Stilling Woolley in custody &c of a plea of trespass on the Case. For that whereas at the time of making the promise and undertaking hereafter mentioned and before and afterwards the said David Ferguson and Stilling Woolley were partners in trade to wit at Natchez in the District of Adams aforesaid, and being so partners the said Stilling Woolley for himself and the said David Ferguson, on the first day of August in the Year of Our Lord One thousand Eight hundred and One, at Natchez aforesaid in the District aforesaid, made a certain note in writing commonly called a promissory note, subscribed with his own proper hand writing, bearing date the same day and year aforesaid, and then and there delivered the said note to the said William Kinner, and thereby for himself and his said partner the said David Ferguson promised to pay or cause to be paid to the said William Kinner, or his order on or before the first day of March then next ensuing the date of the said note the Sum of One thousand four hundred and Two dollars, and eleven Cts for value received, by reason whereof the said David Ferguson and Stilling Woolley became liable to pay to the said William Kinner the said Sum of money contained in said note according to the tenor and effect of the said note. And being so liable the said David Ferguson and Stilling Woolley afterwards to wit on the day and year aforesaid at Natchez aforesaid in the District aforesaid undertook and faithfully promised the said William Kinner to pay him the said Sum of money contained in said note, according to the tenor and effect of said note

And whereas also the said David Ferguson and Mellins Woolley afterwards to wit on the fourth day of January in the year of our Lord one thousand eight hundred and two, at Natchez aforesaid in the District aforesaid made his certain other note in writing commonly called a promissory note subscribed with the proper hand writing of the said Mellins Woolley whereby he the said Mellins Woolley subscribed the same for himself and the said David Ferguson his partner and then and there delivered said last mentioned note to the said William Hennen by which said note last mentioned the said David Ferguson and Mellins Woolley promised to pay to the said William Hennen or order on demand one hundred and fifty three dollars and fifty four cents for value received by reason whereof the said David Ferguson and Mellins Woolley became liable to pay to the said William Hennen the said sum of money contained in said note last mentioned according to the tenor and effect of said last mentioned note. And being so liable the said David Ferguson and Mellins Woolley afterwards to wit on the day and year last mentioned at Natchez aforesaid in the District aforesaid undertook and then and there faithfully promised the said William Hennen to pay him the said sum of money contained in said note last mentioned according to the tenor and effect of said note last mentioned. Nevertheless the said David Ferguson and Mellins Woolley their said promises and undertakings aforesaid in form aforesaid made not in the least regarding the aforesaid several sums of money or any part thereof to the aforesaid William Hennen have not yet paid, nor hath either of them paid the same to the said William Hennen although to pay the same to the said William Hennen the said David Ferguson and Mellins Woolley have been often required and to pay the same to him the said David Ferguson and Mellins Woolley have hitherto altogether refused and still do refuse to pay the same to the said William Hennen to his damage three thousand three hundred dollars, and thereupon he brings suit, &c. And the said Ferguson and Woolley by their Attorney come and defend the force and injury when &c. and say that they do not assume and promise in manner and form as the said William Hennen hath above alledged against them, and of this they put themselves upon the Country. And the Plaintiff doth the like.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand eight hundred and three the Cause was legally Continued.

Afterwards to wit it is commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon twenty good and lawful men of his County and the Sheriff of Wilkinson County in the district of Adams and Territory aforesaid do summon ten good and lawful men of his County according to the directions of the act of the General Assembly in such Case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three by whom and so forth and whether and so forth to recognize and so forth because as well and so forth. The same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid at the Court aforesaid there and there held. Came as well the said William Hennen as the said David Ferguson and Mellins Woolley by their Attorneys aforesaid. And the Jurors of which mention is above made being called certain of them came to wit. Thomas Love Lacy Rowlins Braspfield. James Scurlock. Anthony Hoggatt. Nathan Sawyer Daniel Phillips Joseph Delaremore Robert Childers Izekiel Dewell Hughes Robeshaw Gehue Johnson. James Griffin. who being empanelled chosen tried and sworn to speak the truth of the matters within Contained. Say upon their Oaths. that the said David Ferguson and Mellins Woolley did promise and undertake in manner and form as the said William Hennen in his said declaration hath above thereof complained against them. And they assess the damages of the said William Hennen by reason of the non performance of the promises and assumption aforesaid to the sum of one thousand seven hundred and one dollars and twenty five cents besides his Costs and Charges by him about his suit in that behalf expended. Therefore it is considered by the Court here that the said William Hennen do recover against the said David Ferguson and Mellins Woolley as well the said sum of one thousand seven hundred and one dollars and twenty five cents by the Jurors aforesaid in form aforesaid assessed for his damages which he hath sustained by reason of the non performance of the promises and undertakings aforesaid as also the sum of thirteen dollars and six & seven cents for his said Costs and Charges by him about his suit in that behalf expended by the said Court now here adjudged to the said William Hennen with his assent. Which said damages Costs and Charges amount in the whole to one thousand seven hundred and fifteen dollars and four cents and the said David Ferguson and Mellins Woolley in mercy and so forth.

William Porter vs Daniel Douglass

Pleas before the Honorable Peter Bryan Bruin and David Hunt Esquires Judges in and for the Mississippi Territory, at a Superior Court of Law holden at Natchez in and for the Distruct of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three—

Be it remembered that heretofore, towit at a Superior Court of Law holden at Natchez in and for the Distruct of Adams on the third monday in June in the year of Our Lord One thousand eight hundred and three. William Porter by James Wallace his Attorney brought into the Court aforesaid his bill against Daniel Douglass in Custody of the Sheriff of Adams County in the Distruct of Adams of a plea of Trespass on the Case. And there are pledges of prosecution towit John Doe and Richard Roe, which said bill followeth in these words to wit: Mississippi Territory, District of Adams towit. In the Superior Court of Law June Term 1803. William Porter by James Wallace his Attorney Complains of Daniel Douglass and prays that he may be taken in to Custody &c to answer to the said William of a plea of trespass on the Case &c. For that forasmuch as the said Daniel Douglass, on the twenty fifth day of May, in the Year of Our Lord One thousand eight hundred and two towit in the County of Adams and District aforesaid, made his certain note in writing Commonly called a promissory note with his proper hand thereto Subscribed bearing date on the day and year last above mentioned, and then and there delivered the said note to the said William Porter by which said note four months after the then date the said Daniel Douglass promised to pay to the said William Porter, by the name of &c. William Porter Four hundred dollars with legal interest from the date for Value received &c. by reason whereof the said Daniel Douglass became liable to pay the sum of four hundred dollars, according to the tenor and effect of the said note and being so liable the said Daniel Douglass in Consideration thereof afterwards towit on the day and year last above mentioned in the County aforesaid to the said William upon himself did then and there faithfully promise the said William that he the said Daniel would well and truly pay and satisfy the said William the said four hundred dollars, according to the tenor and effect of the said note. Yet the said Daniel in nowise regarding his aforesaid promise and undertaking, in manner and form aforesaid made, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said William in this particular [illegible] hath not yet paid to the said William the said sum of four hundred dollars or any part thereof, but he to pay the same to him hath hitherto wholly refused and still doth refuse, to the damage of him the said William of four hundred dollars and therefore he brings suit &c. And the said Daniel Douglass by Samuel Postlethwaite his Attorney comes and defends the wrong and injury when &c. and says that he did not promise and assume in manner and form as the Plaintiff hath alleged against him in his declaration, and thereof for trial he puts himself upon the Country. And the Plaintiff doth the like &c.

Afterwards towit at a Superior Court of Law holden at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three this Cause was legally continued.

Afterwards it is commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do summon thirty lawful men of his County. And the Sheriff of Wilkins County in the District of Adams and Territory aforesaid do Summon twelve good and lawful men of his County according to the directions of the Act of the General Assembly in such case made and provided, to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law to be holden at Natchez in and for the district of Adams on the third Monday in November in the year of Our Lord One thousand eight hundred and three. By whom and &c. forth, who neither and so forth to recognize And so forth as well &c. forth The same day is given to the parties aforesaid there and so forth. At which day before the Judges of the Territory aforesaid at the Court aforesaid came the said parties by their said Attornies. And the Juries of which mention is above made being called certain of them came to wit Thomas Loveless Reuben Kemper James Sublock Anthony Hoggatt Nathan Swayze Daniel Whittaker Josiah Clarmont. Robert Andrews. Ezekiel Everett, Hugh McCleskey Ezekiel Towson and James Griffin. who being empannelled Chosen tried and sworn to speak the Truth on the matters

within Contained. Say upon their Oaths that the said Daniel Douglass did promise and undertake in manner and form as the said William Porter within against him Complains, and they assess the damages of the said William Porter by reason of the non performance of the said promise and undertaking aforesaid to four hundred and thirty dollars besides his costs and charges by him about his suit in that behalf expended, Therefore it is considered by the Court here that the said William Porter do recover against the said Daniel Douglass the said sum of four hundred and thirty dollars by the Jurors aforesaid in form aforesaid assessed for his damages which he hath sustained by reason of the non performance of the promise and undertaking aforesaid, as the sum of fourteen dollars and twenty seven cents by the Court now here adjudged unto the said William Porter for his said costs and charges by him about his suit in that behalf expended, which said damages costs and charges amount in the whole to four hundred and forty four dollars and twenty seven cents. and the said Daniel Douglass in mercy and so forth.

James McGraw vs. David Johnston

Pleas before the Honerable Peter Bryan Bruin and Daniel Tyler Esquires Judges in and over the Mississippi Territory at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the Year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three James McGraw by Lyman Harding his Attorney brought into the Court aforesaid his bill against David Johnston in Custody of the Sheriff of Adams County in the District of Adams of a plea of trespass on the case and there are pledges of prosecution to wit John Doe and Richard Roe, which said bill is in the following words to wit: District of Adams S. Superior Court of Law June Term 1803. James McGraw Complains of David Johnston in Custody &c. of a plea of trespass on the case; For that whereas the said David Johnston on the twenty ninth day of May in the year of Our Lord One thousand Eight hundred and two, at the District of Adams aforesaid, made his certain note in writing Commonly called a promissory note with his proper hand thereto Subscribed bearing date on the day and year last mentioned, and there and there delivered the same note to the said James McGraw by which said note the said David Johnston promised to pay to the said James McGraw or Order on or before the fifteenth day of February then next ensuing the date of said Note the full Sum of nine hundred and thirty three dollars six bills of equal in value to nine hundred and thirty three dollars and seventy five cents for value received by reason whereof the said David Johnston became liable to pay to the said James McGraw the said Sum of money contained in said note according to the tenor and effect of said note, and being so liable the said David Johnston in consideration thereof afterwards to wit on the day and year last mentioned at the District aforesaid, undertook and then and there faithfully promised the said James McGraw to pay him the said sum of money contained in said note according to the tenor and effect of said note. Nevertheless the said David Johnston his promise and undertaking aforesaid in form aforesaid made not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid James McGraw hath not yet paid [illegible] to pay the same the said David Johnston the said James McGraw hath been often required, but to pay the same to him the said David Johnston hath hitherto altogether refused and still doth refuse to pay the same to the said James McGraw to his damage One thousand and Eight hundred dollars. and thereupon he brings suit &c. And the said David Johnston by James Wallace his Attorney comes and defends the wrong and injury when &c. and says that he did not promise and undertake in manner and form as the said James McGraw hath above declared against him, and of this he puts himself upon the Country, and the Plaintiff doth the like. Afterwards to wit at a Superior Court of Law held at Natchez in and for the district of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three, this Cause was legally Continued.

Afterwards it is Commanded that the Sheriff of Adams County in the District of Adams and Territory aforesaid do Summon thirty two good and lawful men of his County and the Sheriff of Wilkinson County in the District of Adams and Territory aforesaid do Summon ten good and lawful men of this County, according to the directions of the act of the General Assembly in such case made and provided to be and appear before the Judges of the Territory aforesaid at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three, by whom and so forth who neither and so forth to recognize and so forth, because as well and so forth

forth. The same day is given to the parties aforesaid there and so to
the which day before the Judges of the Territory aforesaid at the Court
said then and there held, came as well the said James McGraw as the
Said Johnston by their Attorneys aforesaid. And the Jurors of which mention
is above made being called Arlaid of them came to wit. Thomas Lowlas
Brasfield. James Saulock, Anthony Hoggatt, Nathan Swayze, Daniel Ross
Sen. Joseph Fleurnoy, Robert Shiebes. Ezekiel Lewis Hugh McBee his
Ezekiel Fowler and James Griffin. who being impannelled Chosen tried and sworn
to speak the Truth in the matters within Contained say upon their Oath that
the said Daniel Johnston did promise and undertake in manner and form
as the said James McGraw hath against him within Complained. And that
upon the damages of the said James McGraw by reason of the non performance
of the promise and undertaking aforesaid to nine hundred and
Forty three dollars and twenty five Cents besides his Costs and Charges by him
about his suit in that behalf expended. Therefore it is Considered by the Court
here that the said James McGraw do recover against Daniel Johnston as
well the sum of nine hundred and forty three dollars and seventy five
Cents for his damages he hath sustained by reason of the non performance
of the promise and undertaking aforesaid by the said aforesaid in form
aforesaid assessed as the sum of seventeen dollars and ninety five Cents. For his
said Costs and Charges by him expended in and about prosecuting his said
suit in the said Court now here adjudged to the said James McGraw with his
consent which said damages Costs and Charges Amount in the whole to nine
hundred and fifty one dollars and seventy Cents and the said Johnston in Mercy

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Edward O'Turner vs William McIntosh

Be it remembered that heretofore to wit at a Superior Court of Law held at
Natchez in and for the District of Adams on the third monday in November
in the year of Our Lord One thousand eight hundred and three Edward O'Turner by Murray and Duncan his
Attorneys brought into the Court aforesaid his bill against William McIntosh Esquire
Lately of the Sheriff of Adams County in the District of Adams of a plea of Cove
nant-Broken And there are pledges of prosecution to wit John Doe and Richard
Roe which said bill follows in these words to wit. Mississippi Territory Adams ss
to wit. Superior Court of Law Adams County 1803. Edward O'Turner Complains of Will and
William McIntosh in Custody &c of a plea of Covenant broken for that Whereas by certain
Articles of Agreement made and agreed upon at Pittsburgh in the Commonwealth
of Pennsylvania to wit in the District of Adams and Mississippi Territory aforesaid
on the Seventh day of September in the year of Our Lord one thousand Seven hundred
and Ninety two between the said William of Natchez in the Mississippi Territory aforesaid
of the one part, and the said Edward of Pittsburgh in the Commonwealth of Pennsyl
vania of the other part, The counterpart of which said Articles sealed with the Seal
of the said William he the said Edward now here brings into Court, bearing date the same
day and year above mentioned of the said William for himself his heirs Executors
and Administrators, did Covenant promise and Agree to and with the said Edward
his heirs and assigns by the said Articles in manner and form following that is
to say "Articles of Agreement made and agreed upon this Seventh day of Sep
tember in the year of Our Lord One thousand seven hundred and Ninety two between
William McIntosh of Natchez on the Mississippi Territory of the one part
and Edward O'Turner of Pittsburgh in the Commonwealth of Pennsylvania of the
other part witness. That whereas the said William McIntosh is Lawfully
seized in his own right of a certain tract or parcel of Land, Containing by Estimation One thousand
Acres

and five hundred Acres situate in the Mississippi Territory in the forks of Bayou Sarah and Commonly known by the name of the Silver Springs which said tract of land the said William McTutosh doth Stipulate to be as to the quality of the soil & the land and every way suitable for a farm or plantation of this Country and not exceeded by any in like Situation and within the Distance of eight or nine Miles of the River, Now the articles of Agreement witness, that the said William McTutosh for and in Consideration of the Sum of Two thousand dollars Lawful money of Pennsylvania to him in hand paid by the said Edward D Turner at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath Given Granted Bargained and Sold and by these presents doth Give Grant Bargain and Sell unto the said Edward D Turner his heirs and Assigns five hundred Acres of Land part of the above described one thousand five hundred Acres to be chosen and Selected from Any Single Tract or entry of the said Tract of One thousand five hundred Acres which the said Edward D Turner or his Agent properly Authorised may location or Survey so that the said five hundred Acres be taken in One Body and not in Separate parcels, but to be Struck off in a manner as little inconvenient as possible to the remainder of the aforesaid tract of One thousand five hundred Acres, giving and allowing to the said William McTutosh and Edward D Turner each a due proportion on the principal or Eastern branch of the said Bayou Sarah Creek, and always allowing the said Edward D Turner a preference of Choice, and the said William McTutosh doth also Agree and Covenant to and with the said Edward D Turner his heirs and Assigns that he the said William McTutosh shall and will within the Space of Eight Months from the date of these presents, at the Costs and Charges of the said Edward D Turner his heirs and Assigns, make and execute unto the said Edward D Turner his heirs and Assigns a sufficient Deed or Deeds of Conveyance with General Warranty for the more effectual Securing the Title to the aforesaid five hundred Acres, in the said Edward D Turner his heirs and Assigns, and also to do every other necessary act and thing so as to vest in the said Edward D Turner his heirs and Assigns a clear and legal title to the aforesaid five hundred Acres of Land, Clear of all encumbrances whatever, And the said William McTutosh doth further Covenant and bind himself his heirs Executors and Administrators to repay unto the said Edward D Turner his heirs Executors Administrators or Assigns the aforesaid Sum of two thousand dollars, together with lawful interest from the date hereof, provided the said Edward D Turner or his Agent shall within the aforesaid Space of Eight months on due and Examination of the said Tract of Land be dissatisfied with the same, and refuse to accept the title thereto, and the said Edward D Turner doth Covenant and Agree to and with the said William McTutosh within the aforesaid Space of Eight months, either by himself or his Agent properly Authorised the agreement or disagreement to accept the title to the aforesaid five hundred Acres of land, and for the true performance of all the aforesaid Covenants and agreements the parties to these presents do mutually bind themselves their heirs Executors and Administrators each to the other their heirs Executors and Administrators in the penal Sum of four thousand dollars. In witness whereof the said William McTutosh and the said Edward D Turner have hereunto set their hands and Seals at Pittsburgh aforesaid the day and year first within written. Signed Sealed and delivered

In presence of

Richard Butler

Jno Carmichael

William McTutosh [seal]

Edward D Turner [seal]

And the said Edward D Turner further says that at the time the said Edward hath fully duly and faithfully performed and fulfilled all things Covenanted in the said Articles which on his part were and was to be performed Executed and fulfilled, for the said William McTutosh hath not performed Executed or fulfilled any thing on the said Articles on his part to be performed and fulfilled, and the said Edward says that he the said William hath not as by the said Articles he was bound to do given to the said Edward or his Agent any tract of land containing One thousand five hundred acres of land, out of which the said Edward could select five hundred acres on the Bayou Sarah within Eight or nine miles of the River Mississippi or any where else in this Territory, nor does the land which the said William did

shew him the said Edward of the first quality, but consisted of Eight and Eight hundred acres of poor barren hills, fourteen or fifteen miles River Mississippi. and in no way fit for farming or Cultivation of And the said Edward avers that he did within the space of eight months the date of said Articles, notify to the said William, after view and tion of the lands shewn by the said William to him the said Edward tisfaction and refusal to accept titles to the said land. But that the William hath not returned to him the said Edward the said four thou dollars, with legal interest from the date of the said Articles, nor he said William delivered to the said Edward the said thirty five hund Cattle, or the five Cows or Sheep, or any of either of them, against the form and effect of the said Articles of Agreement, and the said William also of him required, hath not kept but broke the Covenants aforesaid, made between him and the said Edward as aforesaid, but to keep the same to the said Edward he the said William hath hitherto altogether refused (& still doth refuse) to the damage of the said Edward Four thousand dollars and therefore he brings suit &c

And the said William McIntosh by Lyman Harding his Attorney comes and defends the force and injury, when &c and saith that he has not broken the said Covenants or any of them in manner and form as the said Edward D Turner hath above Complained against him, and of this for trial he puts himself upon the Country; and the said Edward doth the like. And the said William McIntosh comes and defends the wrong and injury when &c. and for further plea according to the Statute in such case made and provided. Says that he well and truly kept and performed all and every the Covenants grants. articles Clauses. provisoes payments Conditions and agreements in the said Articles of Agreement and deed which on the part of him the said William McIntosh were to be kept and performed according to the form and effect of the said Articles of Agreement, and this he is ready to verify, wherefore he prays Judgment if the said Edward Turner Ought to have or maintain his Action aforesaid thereof against him. And the said William McIntosh comes and defends the force and injury when &c And for further plea according to the Statute in such case made and provided. as to the breach of Covenant above alleged charging that he the said William hath not pointed out either to him the said Edward or his Agent any tract of land containing One thousand five hundred Acres of Land out of which the said Edward Could select five hundred Acres on the Bayou Sara within Eight or nine Miles of the Mississippi River, or any where else in this Territory the said William pleads that the said Edward Ought not to have or maintain his said Action against him because he says that after the date of the said Articles of Agreement and before the Expiration of Eight months next ensuing said date to wit on the day of in the year of Our Lord One Thousand Eight hundred and three at the District of Adams and Territory aforesaid the said William did point out to the said Edward a certain tract of Land of which the said William was Seized in fee, containing by estimation fifteen hundred Acres. Situate and the Mississippi Territory, in the fork of the Bayou Sarah Creek within nine miles of the Mississippi Territory and Commonly known by the name of the Silver Springs. out of which tract the said William then and there offered the said Edward his choice of five hundred acres of Land according to the form and effect of the said Articles of Agreement. And this the said William is ready to verify. wherefore he prays Judgment if the said Edward Ought to have or maintain his action thereof against him &c And as to the breach of Covenant above alleged charging that the land which the said William did shew the said Edward was not of the first quality but Consisted on between Eight and seven hundred acres of poor barren hills, fourteen or fifteen Miles from the River Mississippi. and in no way fit for farming and Cultivation of any kind. The said William Pleads that the said Edward Ought not to have or maintain his action aforesaid thereof against him Because he says that the land shewn by him to the said Edward, was and is of the Quality of first rate soil and well suitable for a farm or plantation on the Mississippi Territory, and not exceeding

in like Situation, and was within nine miles of the Messuage &c and that he is ready to verify wherefore he prays Judgment if the said Edward ought to have or maintain his action thereof against him. And as to the breach of Covenant above alleged in charging that the said William has not delivered to the said Edward thirty five head of horned Cattle or the five Ewes or Sheep or any or either of them. The said William says that the said Edward ought not to have or maintain his action thereof against him because he says that he was at all times from the date of said Articles of Agreement during eight months then next ensuing ready and willing to deliver unto the said Edward said thirty five head of horned Cattle and five Ewes or Sheep unto the said Edward according to the said five hundred Acres of land according to the form and effect of said Articles of Agreement to wit at the District of Adams aforesaid and this he is ready to verify wherefore he prays Judgment if the said Edward ought to have or maintain his action thereof against him — And as to the breach of Covenant above alleged in charging that the said Edward did within the space of eight months from the date of the said Articles, notify to the said William after due and Examination of the land shewn by the said William to him the said Edward his dissatisfaction and refusal to accept titles to said land, but that the said William did not return to him the said Edward the said two thousand dollars with legal interest from the day of said Articles the said William pleads that the said Edward ought not further to have or maintain his said action thereof against him, because he says that the said William on the day of July in the year of our Lord one thousand eight hundred and three at the District aforesaid was ready to give and there and then tendered and offered to him the said Edward the said two thousand dollars to pay him the same with dollars the full amount of all interest legally due and accrued thereon, from and after the date of said Articles of Agreement until the day and year last aforesaid and also twenty dollars the full amount of Costs and Charges by the said Edward about his said suit unto said day and year last aforesaid laid out and expended which said sums of money tendered and offered to be paid to the said Edward as aforesaid he the said Edward then and there refused to accept of him the said William, and the said William saith that he hath always from the day and year last aforesaid hitherto been ready, and yet is ready to pay to the said Edward the said several sums of money aforesaid, and now brings the same into Court here ready to be paid to the said Edward if he will accept the same and this he is ready to verify, wherefore he prays Judgment if the said Edward ought further to have or maintain his said action thereof against him &c.

And the said Edward by his Attorney aforesaid as to the second plea of the said William by him above pleaded saith that he by any thing in the said second plea alleged, ought not to be barred or precluded from having his action aforesaid against him, because he saith that the said William hath not kept and performed the aforesaid Covenants grants, articles, clauses provisoes, payments conditions and agreements, on the part of the said William to be kept and performed in manner and form as in and by his said second plea he hath alleged and this the said Edward prays may be enquired of by the Country. And the said William doth the like.

And the said Edward by his Attorney aforesaid as to the third plea of the said William by him above pleaded saith that he by any thing in the said third plea contained ought not to be precluded from having his action aforesaid against him, because he saith that the said William did not point out to him the said Edward, or offer to convey to him any such land as is mentioned in the said plea in manner and form as by the said third plea above is alleged. And this the said Edward prays may be enquired of by the Country. And the said William doth the like. And the said Edward by his Attorney aforesaid as to the fourth plea of the said William by him above pleaded saith that he by any thing in the said fourth plea alleged, ought not to be precluded from having his action aforesaid against him, because he saith that the land in the said plea mentioned as being shewn to the said Edward, was not of the quality of first rate, and situate as in the said plea mentioned, neither was the same fit for the uses and purposes therein mentioned. And this the said Edward prays may be enquired of by the Country. And the said William doth the like. And the said Edward by his Attorney aforesaid as to the fifth plea of the said William by him above pleaded saith that he by any thing in the said plea contained ought not to be precluded from having his action aforesaid against him, never did at any time perform or offer to perform the said Covenants or any thing in the said fifth plea mentioned

this the said Co was always ready to be enquired of by the Country
said Defend and doth the like. And the said Edw as by his Attorney
said as to the tenth plea of the said William by him above pleaded
by any thing in the said plea contained, but the not to be precluded from
having his Action aforesaid against him because he saith that the
William did not tender and offer to pay to the said Edw the said
two thousand dollars with Interest and Costs in manner and form as
and by the said tenth plea he hath pleaded and alleged. And this
said Edward prays may be enquired of by the Country. And the said
Defendant doth the like. &c

Afterwards to wit at a Superior Court of Law held at Natchez within
the district of Adams on the third monday in June in the year of our Lord
One thousand Eight hundred and three this Cause was by duly Continued

Afterwards to wit that the Sheriff of Adams County in the
District of Adams and Territory aforesaid do Summon thirty two good and
lawful men of his County, and the Sheriff of Wilkinson County in the District
of Adams and Territory aforesaid do Summon ten good and lawful men
of his County according to the directions of the act of the Genl Assembly
in such Case made and provided to be and appear before the Judges of
the Territory aforesaid at a Superior Court of Law to be holden at Natchez
in and for the District of Adams on the third monday in November in
the year of Our Lord One thousand Eight hundred and three. By whom and
so forth who neither and so forth. to recognize and so forth Because as well
and so forth. The same day is given to the parties aforesaid there and so forth
At which day before the Judges of the Territory aforesaid at the Court aforesaid
and there held came as well the said Edward D Turner as the said William Mc
Intosh by their said Attorneys. And the Juror of which mention is above made being
called Certain of them came to wit Thomas Lovelace, Reuben Brashfield James Sea
lock, Anthony Haggatt Nathan Swayze, Daniel Whittaker, Joseph D'Claremond Ro
bert Childress, Ezekiel Fowson, H. M'Chesholm, Ezekiel Deuis and James Griffin, who
being impannelled Chosen tried And Sworn to Speak the Truth on the matters within
Contained. Say upon their Oaths that the said William Mc Intosh hath not above
fulfilled, performed, or kept any of the Covenants grants, Articles Clauses, Contracts
Conditions and Agreements in the within written Articles of Agreement Contained
and Specified on the part of the said William Mc Intosh to be observed performed ful
filled and Kept, according to the form and effect of the said Articles of Agreement
within written as the said Edward D Turner within Complains against him and
that, assess the damages of the said Edward Turner by reason of the Breaches of
the Covenants aforesaid, to the sum of Two thousand Eight hundred and Nine
ty Seven dollars and Ninety nine Cents. Therefore it is Considered by the Court here
that the said Edward D Turner do recover against the said William Mc Intosh as
well the said Sum of Two thousand Eight hundred and Ninety Seven dollars and
Ninety nine Cents, by the Jury aforesaid in form aforesaid assessed for his dama
ges which he hath Sustained by reason of the Breaches of the Covenants aforesaid
as the Sum of fifty dollars and Eighteen Cents by the Court here adjudged to the
said Edward Turner for his Costs and Charges by him about his Suit in that be
half expended and with his assent, which said damages Costs and Charges a
mount in the whole to Two thousand nine hundred and forty Eight dollars and
Seventeen Cents. And the said William Mc Intosh in Mercy &c. &c. &c.

James Ross vs James Moore.

Pleas before the Honorable Peter Bryan Bruin and David Kerr Esquires Judges
in and over the Mississippi Territory at a Superior Court of Law held at
Natchez in and for the district of Adams on the third monday in Novem
ber in the year of Our Lord One thousand Eight hundred and three.
Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and
for the District of Adams on the third monday in June in the year of Our Lord One thou

said Eight hundred and three James Ross by Lyman Harding his Attorney brought into the Court aforesaid his bill against James Moore in Custody of the Sheriff &c and is bound by in the District of Adams, of a plea of trespass on the Case, And there are pledges of prosecution towit John Doe and Richard Roe, which said bill follows in these words towit, Adams District to. Superior Court of Law Term June 1808. James Ross Complains of James Moore in Cus tody &c. of a plea of trespass on the Case For that whereas the said James Moore on the Nineteenth day of May in the year of Our Lord One thousand Eight hundred, at Natchez in the District aforesaid, made his Certain note in writing Commonly called a promissory note, with his own proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said note to the said James Ross by which same note the said James Moore promised to pay to the said James Ross by the name of Mr. James Ross or his Order him months after the date of the said note the just and full sum of Eight hundred dollars in merchantable ginned Cotton, at the usual price at said place, for value received, by reason whereof the said James Moore became liable to pay to the said James Ross the sum of money Contained in said note, according to the tenor and effect of said note, and being so liable the said James Moore in Consideration thereof afterwards towit on the day and year last mentioned at Natchez aforesaid in the District aforesaid took upon himself and then and there faithfully promised the said James Ross to pay him the said sum of money Contained in said note, according to the tenor & effect of said note: Nevertheless the said James Moore his promise and undertaking aforesaid in form aforesaid made, not in the least regarding the aforesaid sum of money or any part thereof to the aforesaid James Ross hath not yet paid, nor hath the said James Moore paid or delivered said Cotton in discharge thereof As this aforesaid but to pay the said sum of money or deliver said Cotton in discharge thereof to the said James Ross the said James Moore hath hitherto altogether refused. and still doth refuse to pay said sum of money or deliver said Cotton in discharge thereof to the said James Ross to his damage One thousand Six hundred dollars, and thereupon he brings Suit &c.

And the said James Moore by his Attorney Abner L Duncan comes and defends the wrong and injury when &c. And says that he never did promise and undertake upon himself in manner and form as the said James Ross hath Complained against him in his declaration, and of this for trial puts himself upon the Country &c.

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three this Cause was legally Continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of Our Lord One thousand Eight hundred and three aforesaid. Came the said James Ross and the said James Moore by their said Attornies. And the said James Moore relinquishing the plea by him above pleaded says. Saith that he Cannot deny the said Action of the said James Ross, &c as aforesaid against him brought nor that the said James Moore did promise and undertake in manner and form as the said James Ross above thereof Complains against him, nor has he ever but that the said James Ross hath Sustained damages by reason of the non performance of the promise and undertaking aforesaid to the sum of Nine hundred and thirty three dollars and thirty three and one fourth Cents as he the said James Ross above by declaring hath supposed. besides his Costs and Charges by him about his suit in that behalf expended. Therefore it is Considered by the Court here that the said James Ross do recover against the said James Moore, as well the said Sum of Nine hundred and thirty three dollars thirty three and One fourth Cents in form aforesaid acknowledged for his damages which he hath Sustained by reason of the non performance of the promise and undertaking aforesaid. as the Sum of Four teen dollars and fifty Cents for his said Costs and Charges by him about his Suit in that behalf expended, by the said Court now here adjudged to the said James Ross and with his assent to which said damages Costs and charges amounting in the whole to $947.83¼ Cents. And the Defendant in mercy &c

Patrick Connelley vs Ebenezer Rees.

Rees before the Honorable Thos. Bryan Brown. and Davis Hurst Esquires Judges and Over the Mississippi Territory at a Superior Court of law held at Natchez, in and for the District of Adams on the third monday in November in the year of Our Lord One Thousand Eight hundred and three

Be it remembered that here to fore to wit at a Term of the Court of Common pleas held in and for the County of Adams on the Wednesday next after the first monday in August in the year of Our Lord One thousand Eight hundred, Patrick Connelley by Lyman Harding his Attorney brought in to the Court aforesaid his bill against Ebenezer Rees in Custody &c the Sheriff of Adams County, in the District of Adams of a plea of trespass on the Case. And there are pledges of prosecution to wit. John Doe and Richard Roe, which said bill follows in these words to wit. Adams County ss. Court of Common pleas August Term 1800. Patrick Connelly Complains of Ebenezer Rees in Custody &c. of a plea of Trespass on the Case &c for that whereas the said Ebenezer Rees on the tenth day of September in the year of Our Lord One thousand Seven hundred and Ninety nine at the County of Adams aforesaid was indebted to the said Patrick Connelly in the sum of Eight hundred dollars for divers Goods wares and merchandizes by the said Patrick Connelly to the said Ebenezer Rees, and at his special instance and request before that time sold and delivered, and being so indebted the said Ebenezer Rees in Consideration thereof afterwards to wit on the day and year last mentioned at the County aforesaid took upon himself and then and there faithfully promised the said Patrick Connelly to pay him the said Eight hundred dollars when he the said Ebenezer should be thereunto afterwards required. And whereas also the said Ebenezer Rees after wards to wit on the day and year last mentioned at the County aforesaid, in Consideration that the said Patrick Connelly at the like instance and request of the said Ebenezer Rees had sold and delivered to him the said Ebenezer Rees divers other goods wares And Merchandizes took upon himself And then and there faithfully promised the said Patrick Connelly to pay him as much money as the said goods wares And Merchandizes last mentioned were reasonably worth at the time of the Sale And delivery thereof when he the said Ebenezer Rees should be afterwards thereunto required. And the said Patrick Connelly avers that the said goods wares and merchandizes last mentioned were Reasonably worth other Eight hundred dollars at the time of the Sale and delivery thereof to wit at the County aforesaid whereof the said Ebenezer Rees then and there had notice. And whereas also the said Ebenezer Rees afterwards to wit on the day and year last mentioned at the County aforesaid made his certain note or Order in writing with his proper hand thereto subscribed, bearing date on the day and year last mentioned, and then and there delivered the said note or Order to the said Patrick Connelly, by which said note or order the said Ebenezer Rees promised the said Patrick Connelly or Wm. Payne meaning Silas Lee Payne the bearer of said note or order should purchase from the said Patrick Connelly some articles of merchandize, that he the said Ebenezer Rees would pay him the said Patrick Connelly for the same in Natchez in the month of March then next ensuing. And the said Patrick Connelly avers that the said Silas Lee Payne afterwards to wit on the day and year last mentioned at the County aforesaid did purchase of the said Patrick Connelly on the Credit of the said note or Order drawn by the said Ebenezer Rees as aforesaid articles of Merchandize to the amount of Eight hundred dollars the said articles of merchandizes being then and there delivered to the said Silas Lee Payne by the said Patrick Connelly, on the credit of said note or order drawn as aforesaid, by reason whereof the said Ebenezer Rees became liable to pay to the said Patrick Connelly the said Eight hundred dollars last mentioned, in Natchez in the month of March then next ensuing, and being so liable the said Ebenezer Rees in consideration thereof afterwards to wit on the day and year last mentioned, at the County aforesaid took

upon himself and thus and there faithfully promised the said Patrick Connelley to pay him the said sum of eight hundred dollars last mentioned, in London with the money ensuing. Now the said Ebenezer Rees his said promises and undertakings aforesaid not performed or in any part thereof or the said Cotton or any part thereof to the said Patrick Connelley hath not yet paid, or delivered, but the said Ebenezer Rees by the said Patrick Connelley hath been often required, and particularly to deliver the said Cotton on the third day of April in the year of Our Lord Eighteen hundred at the County aforesaid into the said Ebenezer Rees to pay the said sum of money or to deliver the said Cotton to the said Patrick Connelley hath hitherto altogether refused and neglected and still doth refuse and neglect so to do, to the damage of the said Patrick Connelley one thousand four hundred dollars. Thereupon he brings Suit &c.

And the said Ebenezer Rees by Abner L. Duncan his Attorney comes and defends the wrong and injury when &c. And saith that he did not assume to pay the aforesaid sums of money in manner and form as by him the said Patrick Connelly in the within declaration is alleged, and of this he puts himself upon his Country and the said Patrick Connelly doth the like. And for further plea saith that if the aforesaid sums of money were due and owing that he paid to the said Patrick Connelley at the day on which it became due and owing, and this he is ready to verify. And prays that it may be enquired of by the Country. And the said Patrick doth the like. Afterwards Court by virtue of a Statute of the General Assembly in such case made and provided by the Territory aforesaid, this Cause was transferred unto the Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and two &c. which Cause was legally Continued.

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in November in the year of our Lord One thousand eight hundred and two this Cause was legally continued.

Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the third monday in June in the year of Our Lord One thousand Eight hundred and three this Cause standing ready for trial. The parties aforesaid by their Attornies aforesaid, moved the Court here that the whole matter in the premises between them in Variance may be referred to persons indifferent between the said parties to be appointed by the Court here with the Consent of the said parties to adjust the same. Whereupon by the Consent of the said parties by their Attornies aforesaid it is ruled by the Court here that the whole matter in Variance between the said Parties be referred to Peter A Vandorn, Ferdinand L Claiborne and William Selvermick, and that the said Arbitrators when the whole matter concerning the premises between the said parties in Variance being fully adjusted, have their Award in writing and that Judgment of the Court be entered according to such Award, or the Award of a Majority of them, and be final between the said parties, which said Cause was legally Continued. And now at this day to wit, at a Superior Court of Law held at Natchez in and for the district of Adams, on the day and year first above written, came into the said Court here the parties aforesaid by their Attorney aforesaid. Thereupon the said Ferdinand L Claiborne and Peter A Vandorn a majority of the Arbitrators aforesaid, pursuant to the rule aforesaid, return to the Court here their Award, of and upon the premises, in the following words that is to say," Patrick Connelly vs Ebenezer Rees. Natchez 28th July 1803. Having had the parties before us, and Examined the papers &c. find due to the Plaintiff Eight hundred and forty two dollars twenty five Cents. And Award the same to the Plaintiff Patrick Connelly with the Costs of Suit." And thereupon the said Patrick Connelly by his Attorney aforesaid prays the Court here to enter Judgment on the Award aforesaid unless the said Ebenezer Rees, good and sufficient Cause to the contrary shall make appear in due time &c. Judgment will be entered against him by default. Afterwards Court at a Superior Court of Law held at Natchez in and for the District of Adams on the day and year first aforesaid during the said Term, came the said Patrick Connelly by his said Attorney, and the said Ebenezer Rees altho Solemnly called came not to Answer, nor did he say anything in bar or preclusion of the Action aforesaid of him the said Patrick Connelly, nor shews any Cause why Judgment on the Award aforesaid should not be entered for the said Patrick Connelly, but therein doth make default. Therefore it is considered by the Court here that the said Patrick Connelly do recover against the said Ebenezer Rees, the said sum of Eight hundred and

forty two dollars and twenty five Cents for his damages which he hath sustained
reason of the non performance of certain promises and undertakings by the
betrator afores aid to perform afores aid awarded, and also thirty two dollars and
ty three Cents for his Costs and charges by him in and about prosecuting his afore
said in that behalf expended, by the said Court here now adjudged to the said
Patrick Connelly with his assent, which said damages Costs and charges Amount
in the whole to Eight hundred and Seventy six dollars, and Eighty Eight
Cents. And the said Ebenezer Ross in mercy. And so forth.—

James Andrews vs. Greenleaf. Ferguson & Woolley—
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Pleas before the Honorable Peter Bryan Bruin and David Hern Esquires Judges
in and over the Mississippi Territory of a Superior Court of Law held
at Natchez in and for the district of Adams on the third monday in
November in the year of Our Lord One thousand Eight hundred and three—

Be it remembered that heretofore to wit at a Superior Court of Law held at Nat
chez in and for the district of Adams on the third monday in June in the Year
of Our Lord One thousand Eight hundred and two. James Andrews by Ly
man Harding his Attorney. brought into the Court aforesaid his bill against
David Greenleaf. David Ferguson and Melling Woolley in Custody of the Sheriff
of Adams forthwith in the District of Adams aforesaid. of a plea of trespass on the case
And thereupon pledges of prosecution to wit John Doe and Richard Roe which
said bill follows in these words to wit. District of Adams ss. Superior Court of
Law June Term 1802. James Andrews Complains of David Ferguson. David Green
leaf and Melling Woolley in Custody &c. of a plea of trespass on the case. For
that whereas at the time of making the promises and undertakings hereafter
mentioned. and before and afterwards. the said David Greenleaf. David Ferguson and
Melling Woolley. were. Joint Owners of a certain Cotton Gin at Ellicotville at
the County of Adams in the District of Adams aforesaid, and were partners in
the receiving. receipting for. Ginning and delivering all the Cotton received or Ginned
at or delivered from said Gin, and in all the profits. trade and emoluments of
and at said Gin. under the firm Style and partnership name of David Greenleaf
and Company. at the County and district aforesaid. And whereas the said Da
vid Greenleaf. David Ferguson and Melling Woolley on the ninth day of November in the
year of our Lord One thousand Eight hundred and one. at the County and district a-
foresaid by their Servant and Agent Thomas Gibson thereunto duly authorized
made their certain note in writing Commonly called a Cotton Receipt. subscri
bed with the proper hand of the said Thomas. For and on Account of the said
David Greenleaf. David Ferguson and Melling Woolley by their partnership name
Style and firm of David Greenleaf and Company. bearing date on the day and year
last mentioned. and then and there by their said Servant and Agent Thomas
Gibson delivered said Cotton receipt to One Joseph Hogdon. by which said Cotton
receipt the said David Greenleaf David Ferguson and Melling Woolley. acknow
ledged to have received of the said Joseph Hogdon. nine thousand and ten
pounds of Seed Cotton to be ginned for him Or Order in fifty five days from
the date of the said Cotton receipt. deducting one tenth for toll and two dol
lars per Bale for bagging twine and packing. the Bales to be taken at Gross
weight. and said Cotton to be delivered at Wisenbars warehouse Natchez
be Stores. one dollar per bale for Cartage. and the said Joseph Hogdon for
whom or for whose Order the said Cotton contained in said Cotton Receipt was
to be Ginned. afterwards and before said Quantity of Cotton was ginned and
delivered. also before the time limitted by the said Cotton Receipt for the gin
ning and delivery the same, to wit on the day and year last mentioned at
the County and District aforesaid, endorsed the said Receipt his own proper hand
writing being thereon Subscribed. and by that endorsement Approved the quantity
of Cotton Contained in said Cotton Receipt to be ginned for paid and delivered to
the said James Andrews. and then and there delivered the said Cotton Receipt so en
dorsed to the said James Andrews. whereof the said David Ferguson David Greenleaf and
Melling Woolley. afterwards to wit on the day and year last mentioned at

County and district aforesaid had Notice by reason of which said premises, and by force of the Statute in such case made and provided the said Daniel Greenleaf David Ferguson and Mellen Woodly became liable to give for pay and deliver to the said James Andrews the said quantity of Cotton Contained in said Cotton receipt, according to the Tenor and effect of said Cotton Receipt, and being so liable the said David Greenleaf David Ferguson and Mellen Woodley, in Consideration thereof afterwards to wit on the day and year last mentioned, at the County and district aforesaid took upon themselves and them and there faithfully promised the said James Andrews, to Give for and to pay and deliver to him the said James Andrews, the said quantity of Cotton Contained in said Cotton Receipt, according to the tenor and effect of said Cotton receipts, and of the indorsement thereon as aforesaid. And whereas also the said David Greenleaf David Ferguson and Mellen Woodley, afterwards to wit on the twenty fifth day of February in the year of Our Lord One thousand Eight hundred and two, at the County and District aforesaid by the said Thomas Lyborn their Servant and Agent thereunto duly authorized, made their certain other note in writing Commonly called a Cotton receipt subscribed with the proper hand of the said Thomas, for and on account of the said David Greenleaf David Ferguson and Mellen Woodley by their partnership name style and firm of David Greenleaf and Company, bearing date the day and year last mentioned, and then and there by their said Servant and Agent Thomas Lyborn delivered the said Cotton receipt last mentioned to the said Joseph Hegdon, by which said last mentioned Cotton receipt the said David Greenleaf David Ferguson and Mellen Woodley, Acknowledged to have received of the said Joseph Hegdon, four thousand five hundred and Eighty four pounds of Seed Cotton to be ginned for him or Order. And the said Joseph Hegdon for whom or for whose Order the said Quantity of Cotton Contained in said last mentioned Cotton receipt, afterwards and before the Ginning of said Quantity of Cotton Contained in said last mentioned Cotton receipt to wit on the day in this last aforesaid at the County and district aforesaid. Indorsed said last mentioned Cotton Receipt his own proper hand writing, being thereto subscribed, and by that indorsement upon the quantity of Cotton Contained in said last mentioned Cotton receipt to be ginned for and to be paid and delivered to the said James Andrews. and then and there delivered said last mentioned Cotton Receipt so indorsed to the said James Andrews. whereupon the said David Greenleaf David Ferguson and Mellen Woodley afterwards to wit on the day and year last mentioned at the County and district aforesaid became liable by means of which said last mentioned premises and by force of the Statute in such case made and provided the said David Greenleaf David Ferguson and Mellen Woodley became liable to give for and to pay and deliver to the said James Andrews the said quantity of Cotton Contained in said last mentioned Cotton receipt, according to the tenor and effect of said last mentioned Cotton receipt and of said indorsement thereon. and being so liable the said David Greenleaf David Ferguson and Mellen Woodley in Consideration thereof afterwards to wit on the day and year last mentioned at the County and District aforesaid took upon themselves and there and there faithfully promised the said James Andrews to give for and to pay and deliver to him the said quantity of Cotton Contained in said last mentioned Cotton receipt according to the tenor and effect of said last mentioned Cotton receipt and of said indorsement to be made thereon. Nevertheless the said David Greenfield David Ferguson and Mellen Woodley their several promises and undertakings aforesaid in form aforesaid made, not minding their several promises and undertakings in form aforesaid made, nor in the least regarding the aforesaid several quantities of Cotton or any part thereof to the said James Andrews hath not yet paid or delivered, nor has either of them done so, but the to pay or deliver the same the said David Greenleaf David Ferguson and Mellen Woodley by the said James Andrews have been often requested and demanded. and especially on the tenth day of May in the year last aforesaid, at their aforesaid Gin and said Warehouse aforesaid at the County aforesaid in the District aforesaid, but to pay or deliver the said quantities of Cotton or any part thereof to the said James Andrews, they have hitherto altogether refused and still do refuse so to do to the damage of the said James Andrews One thousand dollars and thereupon he brings Suit. &c—

And the said David Greenleaf Mellen Woodley and David Ferguson by their Attorney Abner Duncan. Come and defend the wrong and injury when &c. and say that they never did assume upon themselves in manner and form as the said James Andrews in his declaration hath complained against them. And of this put themselves upon the Country &c. And the Plaintiff doth the like &c.

Afterwards to wit at a Superior Court of Law held at Natchez in and for the District of Adams, on the third monday in June in the year of Our Lord One thousand

Eight hundred and two this Cause was legally continued. Afterwards to a Superior Court of Law held at Natchez in and for the District of Adams this Monday in November in the Year of Our Lord One thousand Eight hundred and Two this Cause was legally Continued.

Afterwards towit at a Superior Court of Law held at Natchez in and for the District of Adams on the third Monday in June in the year of Our Lord One thousand Eight hundred and three. This Cause Standing ready for triage the parties aforesaid by their Attorneys aforesaid, move the Court here that the whole Matter in the premises between them in Variance may be referred to persons indifferent between the said parties to be appointed by the Court here with the Consent of the said Parties to adjust the Same, whereupon by Consent of the said parties by their Attorneys aforesaid, it is ruled by the Court here that the whole Matter in Variance between the said parties be referred to James Moore and Joseph Newman, and that the said Arbitrators when the whole matter Concerning the premises between the said parties in Variance being fully and justly heard their Award in writing, and that Judgment of Court be entered according to such Award and be final between the said parties. Which said Cause was then and there legally Continued.

And now at this day to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the day and year first above written. Came again the parties aforesaid into the Court aforesaid here by their Attornies aforesaid. Thereupon the said Arbitrators aforesaid pursuant to the rule aforesaid to them to the Court here their Award of and upon the premises in the following words that is to Say— "Having heard the Plaintiffs in the above Suit and his Evidences and proofs / the Defendants by failing to appear by themselves Or Attorney / are of Opinion that the Defendants in said Suit are indebted to the said Plaintiff in the Sum of Seven hundred and Eighty Six dollars, and therefore do Award that the said Plaintiff do recover of the said Defendants the said Sum of Seven hundred and Eighty Six dollars, and the Costs accruing in the above Suit in discharge of all Matters in difference between the said parties in said Suit." And thereupon the said James Andrews by his Attorney aforesaid prays the Court here to enter Judgment on the Award aforesaid, unless the said David Greenlaw David Ferguson and Melling Woolley, good and Sufficient Cause to the Contrary Shew made appear in due time &c. in the said last mentioned Term Judgment will be entered against them by Default— And now at this day to wit the day and year last aforesaid, at the Court aforesaid there and then held Cometh the said James Andrews by his said Attorney, and the said David Greenlaw David Ferguson and Melling Woolley, at the Solemnly called Come not, nor did they, or any thing in bar or preclusion of the said action of him the said James Andrews nor Shew any Cause why Judgment on the Award aforesaid Should not be entered for the said James Andrews, but therein do make default. Therefore it is Considered by the Court here that the said James Andrews do recover against the said David Greenfield David Ferguson and Melling Woolley, the said Sum of Seven hundred and Eighty Six dollars, for his damages which he hath Sustained by reason of their non performance of certain promises and undertakings, by the Arbitrators aforesaid in form aforesaid awarded. And also Eighteen dollars and ninety nine Cents for his Costs and Charges in and about prosecuting his Suit in this behalf herein expended, by the said Court now here adjudged to the said James Andrews with his Assent, which said damages Costs and Charges Amounts in the whole to Eight hundred and four dollars and ninety nine Cents. And the David Greenfield Davis Ferguson and Melling Woolley in mercy and so forth—

John Warner Armstrong. Vs. James Moore & Robert Moore.

Pleas before the Honorable Peter Bryan Bruin and David Ferguson Esquires Judges in and Over the Mississippi Territory, at a Superior Court of Law held at Natchez in and for the District of Adams, on the third monday in November in the Year of Our Lord One thousand Eight hundred and three.

Be it remembered that heretofore to wit at a Superior Court of Law held at Natchez in and for the District of Adams on the Third monday in June in the year of

Lord one thousand eight hundred and three the Mississippi Territory hath sent their writ of Scire Facias to the Sheriff of Adams County in the District of Adams Clerco in there words to wit. Mississippi Territory, Adams District to wit. The Mississippi Territory to the Sheriff of Adams County Greeting. Whereas John Warner Armstrong lately in the Superior Court for the district of Adams and by the grant of the said Court, hath recovered against Frederick Zerbau the sum of two thousand and eighty dollars and seventy five Cents, for the damages which he hath sustained, as well by reason of the non performance of certain promises and assumptions by the said Frederick Zerbau to the said John Warner Armstrong made as for his Costs and Charges by him about his suit in that behalf expended, whereof the said Frederick Zerbau is convicted as appears of Record. and altho the said grant thereof he grown yet execution for the damages aforesaid remains to be executed. and whereas James Moore and Robert Moore on the seventeenth day of October in the year of Our Lord one thousand Eight hundred and three. in the Supreme Court of the said Territory, wherein the plea aforesaid was then depending, became surety and bail for the said Frederick Zerbau that if it should happen that the said Frederick Zerbau should be convicted at the suit of the said John Warner Armstrong in the plea aforesaid then the said Bail should pay all damages Costs and Charges, which to the said John Warner Armstrong in that behalf should be adjudged of his goods and Chattels should be made, and if the said Frederick Zerbau should not pay the damages Costs and Charges to the said John Warren Armstrong or should not render himself on that account in prison before the said Court, which said damages Costs and Charges are not yet paid, nor hath the said Frederick Zerbau surrendered himself to prison. whereupon the said John Warner Armstrong hath besought the Court to grant him a proper remedy in this behalf and the Court being willing that what is just and right in this behalf ought to be done. You are hereby Commanded that by good and lawful men of your County you give notice to the said James Moore and Robert Moore that they be before the Judges of the Superior Court of Law, at a Superior Court to be holden at Natchez in and for the district of Adams on the third monday in November next to shew cause if they have or can say any thing why the said John Warren Armstrong ought not to have his Execution against them for his damages costs and Charges aforesaid, according to the force form and effect of the recognizance aforesaid, if they shall think fit. and further to do and receive all and singular those things which the Court shall then and there consider concerning them in that behalf. and you then there the names of them by whom you shall make known and this writ. Return &c. And the said James and Robert Moore by their Attorney Seth Lewis come. and say that the said John ought not to have Execution adjudged to him for the damages Costs and Charges aforesaid, in the writ of Scire Facias above mentioned against them the said James and Robert. according to the force form and effect of the recognizance aforesaid. because they say that on the ninth day of November in the year of Our Lord one thousand eight hundred and three. at the City of Natchez in the County of Adams and within the Jurisdiction of this Court the said Frederick Zerbau in his own proper person was within the said City of Natchez and within the Jurisdiction of this Court and subject and liable to be arrested by force of the Order or process of this Court or other due process of the laws of this Territory. and being so within the said City of Natchez and within the Jurisdiction of this Court and subject and liable to be arrested as aforesaid they, the said James and Robert by virtue of the Authority by Law in them vested as Bail for the said Frederick were about to arrest and could have them and their have Arrested the said Frederick for the purpose of surrendering him the said Frederick to the Sheriff of the aforesaid County of Adams or other proper officer in Order that his body might be rendered and detained in Custody of the Law to satisfy the said John Warren Armstrong his damages costs and Charges aforesaid according to the due Course and form of Law And the said John Warren Armstrong by his Attorney Lyman Harding. this and there well Knowing all and singular the premises aforesaid. and intending to injure and defraud the said James and Robert. by depriving and wrongfully defeating them of the means and power of rendering the body of the said Frederick into the Custody of the Law as aforesaid for the purpose of satisfying the said John his damages Costs and Charges as aforesaid did then and there Counsel Aid advise and assist the said Frederick to conceal the said Frederick And abscond and remove himself into foreign parts and places, out of and beyond the limits of the United States and out of the Jurisdiction of this Court, whereupon you the said Frederick are (answer

surance of the said Counsel and advice, and by means of the said
lence so given him by the said John his Attorney as aforesaid, did there
there Conceal himself, so that the said James and Robert could not
and did afterwards on the same day and year aforesaid, by means of the
Advice and Assistance aforesaid, abscond remove himself and go into
parts and places, out of the Jurisdiction of this Court, and out of and
the limits of the United States, and the said Fredrick hath ever since there
and remains, and still doth reside and remain in foreign parts and places
out of the Jurisdiction of this Court and out of and beyond the limits of the
United States, whereby the said James and Robert have lost, and are deprived of
the means and power of rendering the body of the said Fredrick in Custody
of the Law to satisfy the said John his damages Costs and Charges aforesaid
according to the tenor and effect of the Recognizance aforesaid. And this they
are ready to verify. Wherefore they pray Judgment whether the said John ought
to have Execution adjudged to him of his damages Costs and Charges aforesaid
against them &c. — Afterwards towit at a Superior Court of Law held at Natchez
in and for the district of Adams on the third Monday in November in
the year first aforesaid. Came the said John by his Attorney aforesaid
and as to the plea of the said James and Robert says that he by any
thing therein Contained, ought not to be precluded or delayed from having
his Execution aforesaid against them for the damages aforesaid by virtue
of the Recognizance aforesaid, because he says that after the rendition
of the Judgment aforesaid against the said Fredrick Zerban at the Suit
of the said John in the form aforesaid, and before the issuing of the said
writ of Scire Facias against them the said James and Robert as Bail
for the said Fredrick at the Suit of the said John to wit on the day
in the year of Our Lord One thousand eight hundred and — he the said John at
the County and district of Adams aforesaid, obtained and prosecuted out of
the Superior Court of Law for said District a certain writ of Capias ad Satisfaciendum for the damages Costs and Charges aforesaid upon the said
aforesaid against the said Fredrick to the then Sheriff of Adams County
aforesaid directed, by which said writ the said Sheriff was commanded that
he should take the said Fredrick if he should be found in his County and
him safely keep so that he might have his body before the Judges of the
Superior Court of Law for the District aforesaid at the Court house thereof
on the third Monday in June then next ensuing, to satisfy the said John
W. Armstrong the said Sum of for his damages Costs and Charges
aforesaid upon the Judgment aforesaid against the said Fredrick. On which
day the said John by his Attorney came into the said Court, and the said
Sheriff of Adams County to wit William Nichols Esq. on that day returned
That the said Fredrick Zerban was not to be found in his County as by the
said writ of Capias ad Satisfaciendum and the return thereof in the same
Court, on Record remaining fully more fully and appears. And further
that, that the said John by his said Attorney, did Counsel advise and assist
the said Fredrick to Conceal himself and abscond and remove himself into
foreign parts and places, out of and beyond the Jurisdiction of this Court
when the said James and Robert were about to arrest him the said
Fredrick in manner and form as the said James and Robert by pleading
have alleged, and this the said John is ready to verify, wherefore he prays
Execution as aforesaid &c —

And the said John W. Armstrong prays that the said James and Robert
may Answer to his replication to the plea aforesaid of them the said James
and Robert upon which no time is given &c. Afterwards towit at a Superior
Court of Law held at Natchez in and for the district of Adams on the third
Monday in November in the year of Our Lord one thousand eight hundred
and three. Came the said John W. Armstrong by his said Attorney and the said
James and Robert, although solemnly called came not to answer nor did they

any thing in bar or preclusion of the said Inquisition, whereby the said John W. Armstrong remains against the said James and Robert thereon made &c. Therefore it is considered by the Court here that the said John W. Armstrong have his Inquisition against the said James and Robert for as well the damages Costs and Charges aforesaid in the Writ of Scire Facias aforesaid mentioned. According to the form and effect of the recognizance aforesaid. as the sum of fifteen dollars for his costs and charges which he hath sustained by reason of the delay of the Inquisition of the Recognizance aforesaid, which said Judgment Costs and Charges aforesaid Amounts in the whole to Two thousand and ninety five dollars and Twenty six Cents. And the said James Moore and Robert Moore in Mercy and so forth. —